



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1180 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

May 7 2019
Municipal Center, Conference Room A
7:00 p.m.

CALL TO ORDER

ANNOUNCEMENTS

1. SCHEDULE

- a) Joe Laydon, Zoning Article Review
- b) Public Hearing, Street Layout – Institute Road from the Intersection of Westboro Road to the intersection of East Street
- c) Discussion on warrant Articles (Barry Smith & Matt Often Citizen Petitioners)
- d) Fire Staffing Study Committee – Meet Candidates/Appoint Members
- e) MJ's Market – Presentation for a Marijuana Grow Facility, 13 Centennial Drive
- f) Vote to Sign Host Community Agreement - Mike Marchetti, Marchetti Industries
8 Millennium Drive
- g) Vote to Sign Host Community Agreement - Peter DeCaro, Resinate Inc.,
135 Westboro Road

2. RESIGNATIONS

3. APPOINTMENTS

Board of Selectmen

- a) Grafton Agricultural Committee – Bruce Texeira, Regular Member
- b) Vote to Establish Charter License Renewal Negotiation Committee

Town Administrator

- a) None

4. NEW BUSINESS

- a) [Vote to award and execute \\$12,600,000 General Obligation Bonds \(DPW Facility & Cable TV Studio\) and \\$8,575,000 bond anticipation notes \(Library\)](#)
[Dated May 15, 2019](#)
- b) [Vote To Sign Easement Deed Amendment, National Grid \(24-30 Providence Rd\)](#)
- c) [Vote to Sign License Agreement, National Grid 245 Upton Street \(Silver Lake\)](#)
- d) [Vote To Create a Grafton Financial Sustainability Commission](#)
- e) [Chapter 40B Affordable Unit, Right of First Refusal – 5 Paxton Court](#)
- f) [Vote to Sign Contract – ADA Ramps, E5 Builders](#)
- g) [Vote to Sign Contract – 21 Follette Street, Chris Hesse, Vertical Bridge Holding](#)
- h) [Vote to Approve a Work Order with Charter Communications – New Cable studio](#)

5. SELECTMEN REPORTS / TA REPORTS

6. CORRESPONDENCE

7. DISCUSSION

- a) [FY2020 Budget](#)
- b) [Review Motions](#)

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

1 (a) SCHEDULE: ZONING ARTICLE REVIEW (Joe Laydon)

Joe Laydon, Town Planner will be present to give an overview of the zoning articles for May Town Meeting.

NO ACTION NECESSARY

[Back to Agenda](#)

1 (b) SCHEDULE: PUBLIC HEARING, STREET LAYOUT (Institute Road from the Intersection fo Westboro Rd to Intersection of East St.

1. CLERK READS HEARING NOTICE:

LEGAL NOTICE - OFFICE OF THE BOARD OF SELECTMEN - TOWN OF GRAFTON, MASSACHUSETTS

In accordance with the provision of Chapter 82, Section 22 Mass General Laws, the Board of Selectmen intend to decree, layout and make public the following roadway, Institute Road at the intersection of Westborough Road to the intersection of East Street.

The Board of Selectmen intends to layout the above referenced roadways at its meeting which opens at 7:00 p.m. on Tuesday, May 7, 2019 in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA.

2. MOTION TO OPEN THE PUBLIC HEARING:

I move the board vote to open the public hearing for the Institute Road Street Layout.

3. DISCUSSION:

4. MOTION TO CLOSE PUBLIC HEARING

I move the board close the Institute Road Street Layout Public Hearing.

5. MOTION (if approved)

In accordance with Chapter 82, Section 21 of the Mass General Laws, I move the Board vote to approve the Institute Road Layout as presented this evening and place the acceptance of these roads on the Warrant of the May 13, 2019 Town Meeting.



OFFICE OF THE BOARD OF SELECTMEN

30 Providence Road
Grafton, MA 01519
(508) 839-5335
BOSGroup@grafton-ma.gov
www.grafton-ma.gov

*Sargon Hanna, Chairman
Craig Dauphinais, Vice Chair
Jennifer Thomas, Clerk
Bruce Spinney III
Edward Prisby*

LEGAL NOTICE

**OFFICE OF THE BOARD OF SELECTMEN
TOWN OF GRAFTON, MASSACHUSETTS**

In accordance with the provision of Chapter 82, Section 22 Mass General Laws, the Board of Selectmen intend to decree, layout and make public the following roadway, Institute Road at the intersection of Westborough Road to the intersection of East Street.

The Board of Selectmen intends to layout the above referenced roadways at its meeting which opens at 7:00 p.m. on Tuesday, May 7, 2019 in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA.

Published
Grafton News
Town Bulletin Board

RECEIVED TOWN CLERK
GRAFTON, MA
2019 APR 12 AM 9:05

[Handwritten signature]



Guerriere & Halnon, Inc.

ENGINEERING & LAND SURVEYING

Job No.: W-3165

Reply To: ☒ **Whitinsville Office:**
1029 Providence Road
Whitinsville, MA 01588-2121
Phone: (508) 234-6834
Fax: (508) 234-6723

☐ **Milford Office:**
333 West Street
Milford, MA 01757-0235
Phone: (508) 473-6630
Fax: (508) 473-8243

☐ **Franklin Office:**
55 West Central Street
Franklin, MA 02038-3807
Phone: (508) 528-3221
Fax: (508) 528-7921

www.guerriereandhalnon.com

Date: April 5, 2019

To: Town of Grafton Selectmen

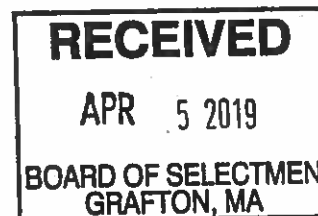
Re: Institute Road

Via ☐ Mail ☐ Certified # ☐ Express ☐ Courier ☒ Hand Delivered

For: ☐ Your Use ☐ As Requested ☒ Review ☒ Approval

Copies	Date	Description
1	4/5/2019	Layout Hearing request letter
1	4/5/2019	24"x36" Layout Plan Set (Sheets 1 and 2)
1	4/5/2019	Institute Road Legal Descriptions

Comments:



cc: D. Afonso

Sincerely, Ronald Tubman, PLS

If enclosures are not as noted, kindly notify us at once.



**Guerriere &
Halnon, Inc.**
ENGINEERING & LAND SURVEYING

www.guerriereandhalnon.com

Est. 1972

W-2658

Whitinsville Office
1029 Providence Road
Whitinsville, MA 01588-2121
Phone: (508) 234-6834
Fax: (508) 234-6723

Milford Office
333 West Street
P.O. Box 235
Milford, MA 01757-0235
Phone: (508) 473-6630
Fax: (508) 473-8243

Franklin Office
55 West Central Street
Franklin, MA 02038-3807
Phone (508) 528-3221
Fax (508) 528-7921

April 5, 2019

Town of Grafton
Board of Selectmen
30 Providence Rd
Grafton, MA 01519

Re: Institute Road Roadway Acceptance

Dear Board Members,

I have been directed by Town Planner Joseph Laydon to contact your Board to request that a "Layout Hearing" be scheduled for roadway acceptance at the Spring Town Meeting. Attached for your convenience is the Layout Plan for Institute Road from East Street northerly to Westboro Road. The legal descriptions for these roadways are also attached.

Please notify me once the hearing has been scheduled.

Sincerely,

Ronald N. Tubman
Office Manager

Cc: Grafton Planning Board
Dominic Afonso

[Back to Agenda](#)

W-2658

LEGAL DESCRIPTION
Parcel A – Institute Road

A certain parcel of land in the Town of Grafton, Worcester County, Massachusetts, more particularly described as follows;

Beginning at the easterly corner of Institute Road at Westboro Road, the said corner being the most northeasterly corner of the herein described parcel;

Thence S 25° 45' 41" E a distance of 74.84 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the left with a radius of 887.78 feet and an included angle of 8° 22' 18" a distance of 129.72 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 34° 07' 59" E a distance of 730.99 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the right with a radius of 590.00 feet and an included angle of 10° 41' 16" a distance of 110.06 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 23° 26' 43" E a distance of 215.39 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point;

Thence S 66° 39' 21" W a distance of 35.48 feet to a point at the centerline of the traveled way of Institute Road;

Thence N 23° 20' 39" W a distance of 248.68 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence N 28° 20' 03" W a distance of 61.30 feet following said centerline of the traveled way of Institute Road to a point;

Thence N 33° 59' 57" W a distance of 696.59 feet following said centerline of the traveled way of Institute Road to a point;

Thence N 34° 13' 20" W a distance of 70.28 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the right with a radius of 1717.69 feet and an included angle of 3° 33' 45" a distance of 106.80 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence N 24° 52' 46" W a distance of 81.98 feet following said centerline of the traveled way of Institute Road to a point at the southerly line of Westboro Road;

Thence following a curve to the left with a radius of 1941.70 feet and an included angle of 0° 54' 15" a distance of 30.64 feet bounding northerly by Westboro Road to the point and place of beginning.

Said Parcel A contains 40,629± square feet of land and is more particularly shown as Parcel A on a plan entitled "Layout Plan of Institute Road in Grafton, Mass August 29, 2018 Scale 1" = 40' by Guerriere and Halnon, Inc., 1029 Providence Road, Whitinsville, MA 01588 W2658

Parcel B – Institute Road

A certain parcel of land in the Town of Grafton, Worcester County, Massachusetts, more particularly described as follows;

Beginning at the westerly corner of Institute Road at Westboro Road, said corner being the most northwesterly corner of the herein described parcel;

Thence following a curve to the left with a radius of 1941.70 feet and an included angle of 1° 28' 54" a distance of 50.21 feet bounding northerly by Westboro Road to a point;

Thence S 24° 52' 46" E a distance of 81.98 feet following the centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the left with a radius of 1717.69 feet and an included angle of 3° 33' 45" a distance of 106.80 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence S 34° 13' 20" E a distance of 70.28 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 56° 00' 03" W a distance of 29.34 feet to a point;

Thence N 34° 07' 59" W a distance of 43.49 feet bounding westerly on land now or formerly of the Commonwealth of Massachusetts to a point a curvature;

Thence following a curve to the right with a radius of 947.78 feet and an included angle of 8° 22' 18" a distance of 138.48' feet bounding westerly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence N 25° 45' 41" W a distance of 68.94 feet to a point of curvature;

Thence following a curve to the left with a radius of 25.00 feet and an included angle of 75° 30' 49" a distance of 32.95 feet bounding westerly on land now or formerly of the Commonwealth of Massachusetts to the point and place of beginning;

Said Parcel B contains 7,839± square feet of land and is more particularly shown as Parcel B on a plan entitled "Layout Plan of Institute Road in Grafton, Mass, August 29, 2018, Scale 1"=40' by Guerriere and Halnon, Inc., 1029 Providence Road, Whitinsville, MA 01588 W2658

Parcel C – Institute Road

A certain parcel of land in the Town of Grafton, Worcester County, Massachusetts, more particularly described as follows;

Beginning at the most northeasterly corner of the herein described parcel at the most southeasterly corner of the previously described Parcel B;

Thence S 33° 59' 57" E a distance of 696.59 feet following the centerline of the traveled way of Institute Road to a point;

Thence S 28° 20' 03" E a distance of 61.30 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 23° 20' 39" E a distance of 314.44 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the right with a radius of 964.99 feet and an included angle of 7° 15' 50" a distance of 122.34 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence S 09° 52' 19" E a distance of 228.18 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the left with a radius of 668.21 feet and an included angle of 16° 45' 39" a distance of 195.47 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 34° 32' 36" E a distance of 97.94 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 55° 27' 24" W a distance of 40.11 feet to a point;

Thence N 34° 09' 52" E a distance of 80.14 feet bounding westerly on land now or formerly of D & F Afonso Builders to a point of curvature;

Thence S 34° 09' 52" E a distance of 201.29 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the right with a radius of 630.00 feet and an included angle of 14° 51' 00" a distance of 163.28 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 19° 18' 52" E a distance of 485.19 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the right with a radius of 517.01 feet and an included angle of 07° 09' 47" a distance of 64.64 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 12° 09' 05" E a distance of 150.35 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the left with a radius of 213.16 feet and an included angle of 29° 31' 30" a distance of 109.84 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 41° 40' 36" E a distance of 205.57 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the right with a radius of 600.00 feet and an included angle of 12° 49' 01" a distance of 134.22 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 28° 51' 35" E a distance of 34.37 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the right with a radius of 500.00 feet and an included angle of 07° 20' 36" a distance of 64.08 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S 21° 30' 59" E a distance of 158.19 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point at land now or formerly of Burns;

Thence S 60° 00' 00" W a distance of 24.74 feet bounding southerly partly along land now or formerly of Burns to a point at the centerline of the traveled way of Institute Road;

Thence N 20° 06' 33" W a distance of 115.12 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the left with a radius of 787.49 feet and an included angle of 16° 41' 09" a distance of 229.34 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence N 40° 57' 10" W a distance of 239.08 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the right with a radius of 384.95 feet and an included angle of 25° 12' 25" a distance of 169.36 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence N 10° 04' 19" W a distance of 114.74 feet following said centerline of the traveled way of Institute Road to a point;

Thence N 15° 50' 11" W a distance of 79.58 feet following said centerline of the traveled way of Institute Road to a point;

Thence N 19° 14' 28" W a distance of 456.03 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the left with a radius of 1036.41 feet and an included angle of 09° 38' 41" a distance of 174.46 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence N 34° 32' 36" W a distance of 209.91 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the right with a radius of 668.21 feet and an included angle of 16° 45' 39" a distance of 195.47 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence N 09° 52' 19" W a distance of 228.18 feet following said centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the left with a radius of 964.99 feet and an included angle of 07° 15' 50" a distance of 122.34 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence N 23° 20' 39" W a distance of 64.76 feet following said centerline of the traveled way of Institute Road to a point;

Thence N 66° 39' 21" E a distance of 35.48 feet bounding northerly on the herein described Parcel A to the point and place of beginning;

Said Parcel D contains 61,134± square feet of land and is more particularly shown as Parcel D on a plan entitled "Layout Plan of Institute Road in Grafton, Mass, August 29, 2018, Scale 1"=40' by Guerriere and Halnon, Inc., 1029 Providence Road, Whitinsville, MA 01588 W2658

Parcel E – Institute Road

A certain parcel of land in the Town of Grafton, Worcester County, Massachusetts, more particularly described as follows;

Beginning at the most northeasterly corner of the herein described parcel at the most southeasterly corner of the previously described Parcel C;

Thence S 34° 32' 36" E a distance of 111.97 feet following the centerline of the traveled way of Institute Road to a point of curvature;

Thence following a curve to the right with a radius of 1036.41 feet and an included angle of 09° 38' 41" a distance of 174.46 feet following said centerline of the traveled way of Institute Road to a point of tangency;

Thence S 19° 14' 28" E a distance of 456.03 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 15° 50' 11" E a distance of 79.58 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 10° 04' 19" E a distance of 84.29 feet following said centerline of the traveled way of Institute Road to a point;

Thence S 79° 55' 41" W a distance of 31.47 feet to a point at land now or formerly of the Commonwealth of Massachusetts;

Thence N 12° 09' 05" W a distance of 79.51 feet bounding westerly on land now or formerly of the Commonwealth of Massachusetts;

Thence following a curve to the left with a radius of 401.84 feet and an included angle of 08° 10' 13" a distance of 57.30 bounding westerly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence N 19° 18' 52" W a distance of 485.19 feet bounding westerly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the left with a radius of 570.00 feet and an included angle of 14° 51' 00" a distance of 147.73 bounding westerly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence N 34° 09' 52" W a distance of 121.15 feet bounding westerly on land now or formerly of the Commonwealth of Massachusetts to a point;

Thence N 55° 27' 24" E a distance of 40.11 feet bounding northerly on the herein described Parcel C to the point and place of beginning;

Said Parcel E contains 32,611± square feet of land and is more particularly shown as Parcel E on a plan entitled "Layout Plan of Institute Road in Grafton, Mass, August 29,2018, Scale 1"=40' by Guerriere and Halnon, Inc., 1029 Providence Road, Whitinsville, MA 01588
W2658

[Back to agenda](#)

Thence following a curve to the right with a radius of 600.00 feet and an included angle of $24^{\circ} 32' 32''$ a distance of 257.00' feet bounding westerly on land now or formerly of D & F Afonso Builders to a point of tangency;

Thence N $09^{\circ} 37' 20''$ W a distance of 185.52 feet bounding westerly on land now or formerly of D & F Afonso Builders to a point of curvature;

Thence following a curve to the left with a radius of 650.00 feet and an included angle of $13^{\circ} 49' 23''$ a distance of 156.82 feet bounding westerly on land now or formerly of D & F Afonso Builders to a point;

Thence N $23^{\circ} 26' 43''$ W a distance of 253.05 feet bounding westerly on land now or formerly of D & F Afonso Builders to a point of curvature;

Thence following a curve to the left with a radius of 530.00 feet and an included angle of $10^{\circ} 41' 16''$ a distance of 98.86 feet bounding westerly on land now or formerly of D & F Afonso Builders to a point of tangency;

Thence N $34^{\circ} 07' 59''$ W a distance of 687.50 feet bounding westerly on land now or formerly of D & F Afonso Builders to a point;

Thence N $56^{\circ} 00' 03''$ E a distance of 29.34 feet bounding northerly on the herein described Parcel B to the point and place of beginning;

Said Parcel C contains $50,347 \pm$ square feet of land and is more particularly shown as Parcel C on a plan entitled "Layout Plan of Institute Road in Grafton, Mass, August 29, 2018, Scale 1" = 40' by Guerriere and Halnon, Inc., 1029 Providence Road, Whitinsville, MA 01588 W2658

Parcel D – Institute Road

A certain parcel of land in the Town of Grafton, Worcester County, Massachusetts, more particularly described as follows;

Beginning at the most northeasterly corner of the herein described parcel at the most southeasterly corner of the previously described Parcel A;

Thence following a curve to the right with a radius of 710.00 feet and an included angle of $13^{\circ} 49' 23''$ a distance of 171.29 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

Thence S $09^{\circ} 37' 20''$ E a distance of 185.52 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of curvature;

Thence following a curve to the left with a radius of 540.00 feet and an included angle of $24^{\circ} 32' 32''$ a distance of 231.30 feet bounding easterly on land now or formerly of the Commonwealth of Massachusetts to a point of tangency;

1 (c) SCHEDULE: DISCUSSION ON WARRANT ARTICLES

CITIZEN PETITION(S) – Barry Smith, Rename Board of Selectmen to Select Board.



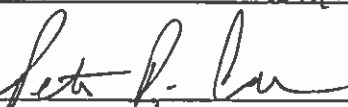


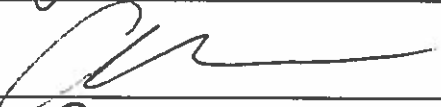

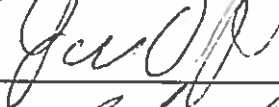



Barry will be present to give an overview of the above referenced citizen's petition which has been placed on then Town Meeting warrant. He can answer any questions the Board may have.

NO ACTION NECESSARY

[Back to Agenda](#)

Article n. Rename "Board of Selectmen"

To see if the Town will vote to rename the "Board of Selectmen" to "Select Board" PMH: 03
warrant article implements and models the Town's commitment to inclusion and diversity.
Renaming would only need to be done going forward, with no need to revise any previously
written documents, such as the Town Charter and Town Bylaws, until such time as their
regularly scheduled revisions. This article retains the concept of "selecting" people to help run
the town.

	Signature	Address	
✓ 1		92 George Hill Rd.	
✓ 2		15 CHERRY LAWN	MARK HADDAD
✓ 3		42 Old Green Rd.	PETER CARLSON
✓ 4		9 Countryside Rd	JOHN KELLEY
✓ 5		25 oak street	ERIKA EVENER
✓ 6		36 Ferry St.	AMY HARR
✓ 7		1 George Hill Road	JAY CUMMINGS
✓ 8		79 Old Westboro Rd.	LAURA OFFEN
✓ 9		79 OLD WESTBORO RD.	MAT OFFEN
✓ 10		21 Pratt St.	HEATHER MC CRE
✓		6 Lorraine Blvd	Dan Cusher

Grafton, MA

March 28, 2019

We certify that the above-ELEVEN -(11) signatures are those of registered voters in Grafton, MA.

REGISTRARS OF VOTERS, GRAFTON, MA

Kathy L. Sawellee

Elizabeth Marshall

Just Robbins

1 (c) SCHEDULE: DISCUSSION ON WARRANT ARTICLES

CITIZEN PETITION(S) – Matt Often, Capital Improvement By Law Committee

To see if the Town will vote to create a Capital Improvement By Law Committee whose function is to create a proposed By Law establishing a Capital Improvement Planning Committee as described in the Grafton Town Charter, to research the capital planning function and define in the proposed By Law a strong mandate for the Capital Improvement Planning Committee, membership of the Capital Improvement By Law Committee to consist of (1) member of the Board of Selectmen, (1) member of the Finance Committee, (1) member of the School Committee, and (2) members at large to be appointed by the Town Moderator, and The Capital Improvement By Law Committee will be dissolved immediately after the 2019 Fall Town Meeting, or take any other action relative thereto.

Matt will be present to give an overview of the above referenced citizen's petition which has been placed on then Town Meeting warrant. He can answer any questions the Board may have.

NO ACTION NECESSARY

Back to Agenda

Subject of Proposed Warrant Article CAPITAL IMPROVEMENT BY LAW

Lead Petitioner Name MATHEW OFTEN

Address 79 OLD WESTBORO RD. N. GRAFTON, MA 01536

We the undersigned registered voters of the Town of Grafton request the Board of Selectmen to include the following article on the next Town Meeting Warrant:

To see if the Town will vote to create a Capital Improvement By Law Committee whose function is to create a proposed By Law establishing a Capital Improvement Planning Committee as described in the Grafton town charter. The Committee will research the capital planning function and define in the proposed By Law a strong mandate for the Capital Improvement Planning Committee. The membership of the Capital Improvement By Law Committee will consist of (1) member of the Board of Selectmen (1) member of the Finance Committee (1) member of the School Committee and (2) members at large to be appointed by the Town Moderator. The Capital Improvement By Law Committee will be dissolved immediately after the 2019 Fall Town Meeting.

RECEIVED TOWN CLERK
GRAFTON, MA
2019 MAR 27 AM 9:56

PRINTED NAME	SIGNATURE	ADDRESS
✓ Laura OFTEN	<i>[Signature]</i>	79 Old Westboro Rd - N Grafton
✓ MATHEW OFTEN	<i>[Signature]</i>	79 OLD WESTBORO RD.
✓ DEBORAH FIORE	<i>[Signature]</i>	10 Danielle Drive Grafton MA 01519
✓ Amy Omahire	<i>[Signature]</i>	77 Old Westboro Rd
✓ Peter R. Carlson	<i>[Signature]</i>	42 old upton Rd Grafton 01519
✓ Wendy Carlson	<i>[Signature]</i>	42 old upton Rd Grafton 01519
✓ X. Brozell, Kelly	<i>[Signature]</i>	9 County Rd 44 Grafton
✓ HELEN S DESIMONE	<i>[Signature]</i>	5 C FOREST LN. N. GRAFTON
✓ JANICE C FULHAM	<i>[Signature]</i>	44 John Drive Grafton
✓ Phyllis M. Bath	<i>[Signature]</i>	15 Mt. Brigham Hill Rd Grafton
✓ Jennifer Rowe	<i>[Signature]</i>	12 Magnolia Ln, N. Grafton 01519
✓ Rick Schultz	<i>[Signature]</i>	11 English Rd W S Grafton
✓ Chris Tedford	<i>[Signature]</i>	23 Bruce St. Grafton
✓ Christine Breecher	<i>[Signature]</i>	23 Bruce St. Grafton
✓ Amy L. Marr	<i>[Signature]</i>	36 Ferry St. S. Grafton
✓ Jeff O. Jennifer O. Connelly	<i>[Signature]</i>	26 Bay Farm Ln, S. Grafton
✓ Maureen Cohen	<i>[Signature]</i>	8 Pigeon Hill Dr, Grafton

1 (d) SCHEDULE: FIRE STAFFING STUDY COMMITTEE – MEET MEMBERS AT LARGE AND APPOINT COMMITTEE

The board will be meeting the applicants for the 3 seats on the Fire Staffing Study Committee (members at large). We have 4 applicants and 3 available seats. The following people will be in attendance to introduce themselves and answer any questions you may have.

Roger “Skip” Currier, Daniel Allain, Ray Mead and Neil Aspesi.

The remainder of the group will include:

1 Member of the Board of Selectmen

3 Fire Fighters

2 Fire Fighters (leadership roles)

* Please see the applicant chart for names of interested parties.

* The Board may also consider giving everyone a “spot” on the committee, however designating some as Advisory Members which would be allowed input at meetings, but would be non voting members).

Back to Agenda

People interested in Serving on the Fire Staffing Study Committee

Fire Fighters (3*)

* criteria was one from each station

Nick	Child		Fire Fighter, Station 2
Erick	John		Fire Fighter, Station 2
Brian	L' Heureux	14 Amherst St	Fire Fighter Station 2

Fire Fighters (2) Leadership Role

Richard	Allain		Fire Fighter, Captain Station 3
James	Brawn		Fire Fighter, Lieutenant Station 2
Bob	Egan		Fire Fighter, Captain Station 2
Eric	Matthieu		Fire Fighter, Lieutenant Station 1

Member At Large (3)

Daniel	Allain	Resident	
Neil	Aspesi	Resident	
Roger	Currier	Fire Fighter, Retired	Retired FF
Matthew	Davy	Fire Fighter, Maryland	
Ray	Mead	Fire Fighter	Retired FF

Board of Selectmen (1)

Back to Agenda

**1 (e) SCHEDULE: MJ's Market – PRESENTATION FOR A MARIJUANA
GROW FACILITY, 13 Centennial Drive**

This is an introductory meeting with MJ's Market to give the board an outline of their Grow Facility concept. Brian Foley and Kevin Gafney, Representatives from MJ's Market will be present to answer any questions you may have. They are looking for the board's feedback regarding cultivation.

[Back to Agenda](#)

**1 (f) SCHEDULE: VOTE TO SIGN HOST COMMUNITY AGREEMENT –
MARCHETTI INDUSTRIES, 8 MILLENNIUM DRIVE**

Mike Marchetti representing Marchetti Industries will be present to ask for the boards support and approval for a Host Community Agreement. This is the first step required by the Cannabis Control Commission. This will be for Adult Retail sales. Mr. Marchetti and Bob Carr gave their initial presentation to the Selectmen (Nature's Remedy) several months ago.

SAMPLE MOTION:

I move the board sign the Host Community Agreement between Marchetti Industries, LLC and the Town of Grafton for an Adult-Use Marijuana Establishment in the Town of Grafton.

[Back to Agenda](#)

**TOWN OF GRAFTON
AND
MARCHIETTI INDUSTRIES LLC**

**HOST COMMUNITY AGREEMENT
FOR THE SITING OF AN ADULT-USE MARIJUANA ESTABLISHMENT
IN THE TOWN OF GRAFTON**

This Host Community Agreement (“Agreement”) is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 7th day of May, 2019 by and between **Marchietti Industries LLC**, (the “**Operator**”) a Massachusetts limited liability company, currently located at 6 Oakes Landing, Shirley, MA 01464 (the “**Property**”) and the **Town of Grafton**, a Massachusetts municipal corporation with a principal address of 30 Providence Road, Grafton, MA 01519 (the “**Town**”).

WHEREAS, On November 8, 2016 Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and

WHEREAS, On July 28, 2017, Governor Baker signed the General Court’s revised law on the subject, “An Act to Ensure Safe Access to Marijuana” adopted as Chapter 55 of the Acts of 2017 (the “**Act**”); and

WHEREAS, Massachusetts, acting through the Cannabis Control Commission (the “**CCC**”) implemented regulatory framework for the regulation of adult use of marijuana establishments through 935 CMR 500.000 *et. seq.* (the “**CCC Regulations**”); and

WHEREAS, A “**Marijuana Establishment**” as defined in the CCC Regulations, means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center; and

WHEREAS, Operator wishes to locate and operate a “**Marijuana Establishment**”, meaning specifically, a Marijuana Retailer, (shall be hereinafter referred to as the “**Facility**”) at the Property in accordance with CCC Regulations and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations in effect at the time the Operator files its application with the CCC; and

WHEREAS, Operator will satisfy the purpose and intent of the voters and the Act by providing marijuana for adult use, educational materials and related products to citizens of the Town and throughout the Commonwealth of Massachusetts; and

WHEREAS, Operator intends to provide certain benefits to the Town upon receipt of CCC licensure to operate a Facility in Town and all required local approvals to do so; and

WHEREAS, notwithstanding the anticipated benefits to certain members of the community, the Operator and the Town agree that the Facility will impact Town resources in ways unique to the business of the Facility and will draw upon Town resources such as Town's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and may cause additional unforeseen impacts upon the Town; and

WHEREAS, Massachusetts General Laws chapter 94G, § 5 (d) states "that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, said impact fee shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years.

NOW, THEREFORE, in consideration of the above and the mutually agreed promises contained herein, the Operator and the Town agree as follows:

1. **Compliance**: Operator and Town shall comply with all applicable provisions of M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the CCC Regulations as the same may be amended from time to time; and the Grafton General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.
2. **Community Impact Fee**: Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 5 (d) (the "Impact Fee") in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual Profit and Loss Statements, as soon as they become available, reflecting Gross Annual Revenues (as defined herein) figures for the adult use Marijuana Retailer Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all of its periodic financial filings with agencies of the Commonwealth documenting Gross Annual Revenues.

3. **Application of Impact Fee:** The Operator acknowledges and agrees that the Town is under no obligation to use the Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.
4. **Calculation of Impact Fee Payments:** Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town 3.00% of the Operator's Gross Annual Revenues as the Impact Fee; provided, that the total amount paid per year shall not be less than Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)(the "**Minimum Annual Payment**"); and shall not exceed Two-Hundred and Fifty Thousand and 00/100 Dollars (\$250,000) (the "**Maximum Annual Payment**").
5. **Dates of Payment:** The Minimum Annual Payment for the first year shall be due and payable upon the first day of the third month following the commencement of adult use Marijuana Retail sales in the Town (the "**Sales Commencement Date**"). It shall be made in a separate payment to the Town and shall be used by the Town for any legal use. Future payments of the minimum annual payment shall be made on the anniversary of the sales commencement date. Any payments due over the balances of the impact fee (if any) shall be made on the anniversary of the sales commencement date. The Balance of the first years Impact Fee (if any), and the entire Impact Fee in successive years shall be made once annually as of the last day of the month prior to the anniversary of the Sales Commencement date, and no later than thirty (30) days following the anniversary of the Sales Commencement Date, through the earlier of either the end of the fifth year of operation following the Sales Commencement Date; or the maximum time permitted under M.G.L. c. 94G, § 3(5)(d) (each an "**Annual Payment**" and collectively the "**Annual Payments**"). The Operator shall notify the Town in writing when the Operator commences sales within the Town.
6. **Gross Annual Revenues:** The term "**Gross Annual Revenues**" shall mean the grand total of all of the Operator's sales of marijuana for adult use at the Facility, less promotional discounts on products offered to customers, to the extent that such discounts or products are permitted by law or the CCC Regulations, but shall not include non-marijuana sales, sales of medical marijuana or medical marijuana products, or the sale of marijuana to other Marijuana Establishments or Registered Marijuana Dispensaries.
7. **Amendment of Impact Fee Payment Date:** At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator's fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
8. **Annual Review of Impact Fee:** Notwithstanding anything to the contrary herein, every year after the Sales Commencement Date the Town and Operator shall jointly review the Impact Fee and may increase or decrease the Annual Payment (as the case may be) but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues.

9. Monitoring of Community Impacts: The Operator shall evaluate and monitor crime statistics, fire protection services, public health statistics including but not limited to marijuana usage in the Grafton High School, inspectional services and permitting services in conjunction with and with the reasonable cooperation of the appropriate municipal office before and after the Sales Commencement Date and shall provide this information to the Town. The Operator and the Town agree that any increase or decrease in the Impact Fee shall be based on the escalation of the aforementioned services in the area immediately surrounding the Facility, at a rate in excess of Town-wide escalation, unless mutually agreed upon by the Operator and the Town.
10. Filings with the Commonwealth: The Operator shall furnish the Town with the annual reports of the Gross Annual Revenue as described in Section 6, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC and/or to the Massachusetts Department of Revenue documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
11. Term: The term of this Agreement is five years, terminating on the fifth anniversary of the Sales Commencement Date, unless sooner terminated by:
- a. revocation of Operator's license by the CCC; or
 - b. Operator's voluntary or involuntary cessation of operations; or
 - c. the Town's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of written notice of such breach.
12. Renegotiation/Applicability: To the extent permitted by law: (a) the terms of this Agreement shall be renegotiated by the Owner and the Town in good faith following five (5) years of continuous operation of the Facility; and (b) the terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement provided, however, that in no event shall the Operator be permitted to continue to operate the Facility after termination as set forth in Paragraph 11 above.
13. Property Valuation/Taxation: Operator shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:
- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
 - b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
 - c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The Operator shall not request any tax credits or subsidy from the Town for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

14. Impact Fee as Compensatory: The Impact Fee referenced herein shall be compensatory to the Town for all impacts of the Operator's operation of the Facility in the Town, including all reasonable indirect costs. Nothing herein shall be construed to exempt the Facility from payment of local, state and federal taxes.
15. Local Hiring: To the extent permissible by law, Operator will make jobs available to local, qualified residents; and such residency will be a positive factor in hiring decisions, but this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to the direct hiring, Operator will work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the Town area to be a positive factor in retaining such vendors.
16. Approval of On-Site Manager: If requested by the Town, Operator shall provide to the Town, for review and approval, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the Facility, which submittal shall include authorization to perform a criminal history (CORI) check. Within thirty (30) days of its receipt of the information set forth in 935 CMR.500.101(1)(b), the Town shall, in consultation with the Police Chief determine whether the person proposed is of suitable character to act as on-site manager. Such approval shall not be unreasonably denied, conditioned or delayed. Said approval shall be considered unreasonably denied if the Town denies such approval and the CCC has approved said on-site manager pursuant to the Regulations. Notwithstanding the foregoing, if Town does not provide confirmation or rejection of the proposed on-site manager within thirty (30) days, that on-site manager of the Facility shall be deemed approved by Town. This approval process shall also apply to any change of on-site manager. The current on-site manager is _____, and he/she shall be approved as part of this Agreement.
17. Prevention of Diversion: To the extent requested by the Town's Police Department, and consistent with the Regulations, Operator shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Sales Commencement Date. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual behavior in customers or Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) rigorous customer identification and verification procedures required by the CCC; (iv) utilizing seed-to-sale tracking

software to closely track all inventory at the Facility; and (v) refusing to complete a transaction if the patient or caregiver appears to be under the influence of drugs or alcohol.

18. Security: To the extent requested by the Town's Police Department and Fire Department, and consistent with the Regulations, Operator shall work with the Town's Police Department and the Town's Fire Department to determine the placement of interior and exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. Operator will maintain a cooperative relationship with the Police Department and the Fire Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) may be altered by the CCC during their security and architectural review process.
19. Attendants: If the Grafton Police Chief deems it necessary, Operator shall employ: (i) a parking lot attendant during the Police Chief's prescribed hours to ensure safe traffic flow to and from the Premises until the Police Chief deems such attention is not needed; and (ii) a police detail to ensure safe traffic flow to and from the Premises during the Police Chief's prescribed hours, until the Police Chief deems such attention is not needed.
20. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining of a Certificate of Registration for the operation of an adult use Marijuana Establishment from the CCC to operate in Town, and contingent upon all necessary local permits and approvals required, which are consistent with M.G. L. c. 94G, Section 5 and in effect as of the date specifically required by said section.
21. On-Site Consumption: The on-site consumption of marijuana products shall be prohibited.
22. Cooperation: Operator shall work cooperatively and in good faith with the Town in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility. Furthermore, Town shall recognize Operator's Existing RMD License Priority Applicant status under 935 CMR 500.101 (2). This Agreement does not affect, limit, or control the authority of Town boards, commissions and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations.
23. Modification of Payments: Both the Operator and the Town understand and agree that a Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer together have a distinct and separate impact on a municipality and justify a difference in Host Community

Agreement terms. Should Operator enter into an agreement with any other municipality for the siting of a combined Marijuana Retailer at terms materially more favorable to that municipality than the terms of this Agreement are to Town, this Agreement shall be modified to reflect those terms. Notwithstanding the foregoing, should Operator enter into an agreement with any other municipality for the purpose of operating one or more Marijuana Establishments that do not include a Marijuana Retailer, this Agreement shall not be modified.

24. Location; Additional Operations: This Agreement applies to the proposed Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer to be located at 8 Millennium Drive, Grafton. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
25. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
26. Agreement as to Agricultural Exemption: Operator agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the operation of an Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
27. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
28. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
29. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be

deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

30. Governing Law: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
31. Entire Agreement: This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
32. Confidentiality: Operator may provide to the Town certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or law (pursuant to M.G.L. c. 66 § 10), provided in all events, prior to such disclosure, the Town will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
33. Waiver: The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
34. Third Parties: Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Operator.
35. Amendment: This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.
36. Modifications: Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.
37. Headings: The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

38. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
39. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURES TO FOLLOW]

The following signature indicate that the parties hereby agree to the terms set forth in this Agreement as per the date set forth on page 1 of this Agreement.

For the Town of Grafton, Massachusetts:

For Marchiotti Industries LLC:



Chair

By:

Its: Manager

5/2/19

Date

Vice Chair

Clerk

Member

Member

Date

Approved as to Form:

Town Counsel

[Back to Agenda](#)

1 (g) SCHEDULE: VOTE TO SIGN HOST AGREEMENT – RESINATE INC, 135 WESTBOROUGH ROAD

Peter DeCaro Representing Resinate Inc will be present to ask for the boards support and approval for a Host Community Agreement. This is the first step required by the Cannabis Control Commission.

Mr. DeCaro previously met with the Board for his initial presentation for adult retail sales.

SAMPLE MOTION:

I move the board sign the Host Community Agreement between Resinate Inc and the Town of Grafton for an Adult Retail Marijuana Establishment in the Town of Grafton.

[Back to Agenda](#)

**TOWN OF GRAFTON
AND
Resinate, Inc.**

**HOST COMMUNITY AGREEMENT
FOR THE SITING OF AN ADULT-USE MARIJUANA ESTABLISHMENT
IN THE TOWN OF GRAFTON**

This Host Community Agreement ("Agreement") is entered into pursuant to M.G.L. 94G, § 3(5)(d) this 3rd day of May, 2019 by and between **Resinate, Inc.** (the "**Operator**") a Massachusetts business corporation company, currently located at 120 Gilboa Street, Douglas, MA 01516 with interests to operate an Adult Use Retail Storefront at 135 Westborough Road, Grafton, MA (the "**Property**") and the **Town of Grafton**, a Massachusetts municipal corporation with a principal address of 3 Washburn Square, Grafton, MA 01524 (the "**Town**").

WHEREAS, On November 8, 2016 Massachusetts voters approved the legal cultivation, processing, distribution, sale and use of marijuana for adult use through Chapter 334 of the Acts of 2016, an Act for The Regulation and Taxation of Marijuana; and

WHEREAS, On July 28, 2017, Governor Baker signed the General Court's revised law on the subject, "An Act to Ensure Safe Access to Marijuana" adopted as Chapter 55 of the Acts of 2017 (the "**Act**"); and

WHEREAS, Massachusetts, acting through the Cannabis Control Commission (the "**CCC**") implemented regulatory framework for the regulation of adult use of marijuana establishments through 935 CMR 500.000 *et. seq.* (the "**CCC Regulations**"); and

WHEREAS, A "Marijuana Establishment" as defined in the CCC Regulations, means a Marijuana Cultivator, Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Retailer, Independent Testing Laboratory, Marijuana Research Facility, Marijuana Transporter, or any other type of licensed marijuana-related business, except a medical marijuana treatment center; and

WHEREAS, Operator wishes to locate and operate a "Marijuana Establishment", meaning specifically, a Marijuana Retailer (the Marijuana Retailer shall be hereinafter referred to as the "**Facility**") at the Property in accordance with CCC Regulations and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable regulations in effect at the time the Operator files its application with the CCC; and

WHEREAS, Operator will satisfy the purpose and intent of the voters and the Act by providing marijuana for adult use, educational materials and related products to citizens of the Town and throughout the Commonwealth of Massachusetts; and

WHEREAS, Operator intends to provide certain benefits to the Town upon receipt of CCC licensure to operate a Facility in Town and all required local approvals to do so; and

WHEREAS, notwithstanding the anticipated benefits to certain members of the community, the Operator and the Town agree that the Facility will impact Town resources in ways unique to the business of the Facility and will draw upon Town resources such as Town's road system, law enforcement, fire protection services, inspectional and permitting services, public health services in a manner not shared by the general population and may cause additional unforeseen impacts upon the Town; and

WHEREAS, Massachusetts General Laws chapter 94G, § 5 (d) states "that a marijuana establishment or a medical marijuana treatment center seeking to operate or continue to operate in a municipality which permits such operation shall execute an agreement with the host community setting forth the conditions to have a marijuana establishment or medical marijuana treatment center located within the host community which shall include, but not be limited to all stipulations of responsibilities between the host community and the marijuana establishment or a medical marijuana treatment center. An agreement between a marijuana establishment or a medical marijuana treatment center and a host community may include a community impact fee for the host community; provided, said impact fee shall not amount to more than 3 per cent of the gross sales of the marijuana establishment or medical marijuana treatment center or be effective for longer than 5 years.

NOW, THEREFORE, in consideration of the above and the mutually agreed promises contained herein, the Operator and the Town agree as follows:

1. **Compliance:** Operator and Town shall comply with all applicable provisions of M.G.L. c. 94G, as affected by Chapter 55 of the Acts of 2017 and the CCC Regulations as the same may be amended from time to time; and the Grafton General Bylaws, Zoning Bylaws and all laws, rules, regulations and orders applicable to the operation of a Marijuana Establishment in the Town, such provisions being incorporated herein by reference, and Operator shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of a Marijuana Establishment.
2. **Community Impact Fee:** Operator shall pay a community impact fee as required by M.G.L. c. 94G, § 5 (d) (the "Impact Fee") in the amounts and under the terms provided herein. The Operator shall furnish the Town with annual affidavits, reflecting Gross Annual Revenues (as defined herein) figures for the adult use Marijuana Retailer portion of the Facility located within the Town. Additionally, the Operator shall provide the Town with copies of all of its periodic financial filings with the CCC documenting Gross Annual Revenues.
3. **Application of Impact Fee:** The Operator acknowledges and agrees that the Town is under no obligation to use the Impact Fee payments made hereunder in any particular manner and that the payments are classified as General Fund under M.G.L. c. 44, § 53.

4. **Calculation of Impact Fee Payments:** Subject to adjustment or modification as set forth in this Agreement, Operator shall pay to the Town 3.00% of the Operator's Gross Annual Revenues as the Impact Fee; provided, that the total amount paid per year shall not be less than Seventy-Five Thousand and 00/100 Dollars (\$75,000.00)(the "**Minimum Annual Payment**"); and shall not exceed Two-Hundred and Fifty Thousand and 00/100 Dollars (\$250,000) (the "**Maximum Annual Payment**"). In the event that the operator is unable to generate a minimum of \$2.5MM in gross sales, and fails to make the payments described herein, the parties agree to enter into discussions to modify the payment terms to reflect the Operator's financial capabilities at such time.
5. **Dates of Payment:** The Minimum Annual Payment for the first year shall be due and payable upon the first day of the third month following the commencement of adult use Marijuana Retail sales in the Town (the "**Sales Commencement Date**"). It shall be made in a separate payment to the Town and shall be used by the Town for economic development and recreational programs. Future payments of the minimum annual payment shall be made on the anniversary of the sales commencement date. Any payments due over the balances of the impact fee (if any) shall be made on the anniversary of the sales commencement date. The Balance of the first years Impact Fee (if any), and the entire Impact Fee in successive years shall be made once annually as of the last day of the month prior to the anniversary of the Sales Commencement date, and no later than thirty (30) days following the anniversary of the Sales Commencement Date, through the earlier of either the end of the fifth year of operation following the Sales Commencement Date; or the maximum time permitted under M.G.L. c. 94G, § 3(5)(d) (each an "**Annual Payment**" and collectively the "**Annual Payments**"). The Operator shall notify the Town in writing when the Operator commences sales within the Town.
6. **Gross Annual Revenues:** The term "**Gross Annual Revenues**" shall mean the grand total of all of the Operator's sales of marijuana for adult use at the Facility, less promotional discounts on products offered to customers, to the extent that such discounts or products are permitted by law or the CCC Regulations, but shall not include non-marijuana sales, sales of medical marijuana or medical marijuana products, or the sale of marijuana to other Marijuana Establishments or Registered Marijuana Dispensaries.
7. **Amendment of Impact Fee Payment Date:** At the option of the Operator, the payment date may be amended once, by written request, to align with the Operator's fiscal year or quarterly tax filing obligations for ease of administration, but such amendment shall not change the total amount due.
8. **Annual Review of Impact Fee:** Notwithstanding anything to the contrary herein, every year after the Sales Commencement Date the Town and Operator shall jointly review the Impact Fee and may increase or decrease the Annual Payment (as the case may be) but in no event shall the Annual Payment exceed three percent (3%) of the Operator's Gross Annual Revenues.

9. Monitoring of Community Impacts: The Operator shall evaluate and monitor crime statistics, fire protection services, public health statistics including but not limited to marijuana usage in the Grafton High School, inspectional services and permitting services in conjunction with and with the reasonable cooperation of the appropriate municipal office before and after the Sales Commencement Date and shall provide this information to the Town. The Operator and the Town agree that any increase or decrease in the Impact Fee shall be based on the escalation of the aforementioned services in the area immediately surrounding the Facility, at a rate in excess of Town-wide escalation, unless mutually agreed upon by the Operator and the Town.
10. Filings with the Commonwealth: The Operator shall furnish the Town with documents as described in Section 6, as soon as they become available, reflecting Gross Annual Revenue figures for the Facility and shall provide the Town with all copies of its periodic financial filings to the CCC documenting the Operator's Gross Annual Revenues, and shall furnish copies of its filings to the Secretary of the Commonwealth's Corporations Division, and if any, to the Massachusetts Office of the Attorney General.
11. Term: The term of this Agreement is five years, terminating on the fifth anniversary of the Sales Commencement Date, unless sooner terminated by:
- a. revocation of Operator's license by the CCC; or
 - b. Operator's voluntary or involuntary cessation of operations; or
 - c. the Town's termination of this Agreement for breach of the conditions contained herein that remain uncured sixty (60) days from the date of written notice of such breach.
12. Renegotiation/Applicability: To the extent permitted by law: (a) the terms of this Agreement shall be renegotiated by the Owner and the Town in good faith following five (5)3 years of continuous operation of the Facility; and (b) the terms of this Agreement shall continue in full force and effect unless the parties reach accord on a subsequent agreement provided, however, that in no event shall the Operator be permitted to continue to operate the Facility after termination as set forth in Paragraph 11 above.
13. Property Valuation/Taxation: Operator shall not object or otherwise challenge the taxability of such property and shall not seek a non-profit exemption from paying such taxes and that, notwithstanding the foregoing, if:
- a. any real or personal property owned or operated by OPERATOR is determined to be non-taxable or partially non-taxable, or
 - b. the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full value, or
 - c. OPERATOR is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then

OPERATOR shall pay to the TOWN an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the Impact Fee made by OPERATOR under this Agreement. The Operator shall not request any tax credits or subsidy from the Town for the Facility including, but not limited to, any request for a tax exemption or abatement as a non-profit entity and shall not object or otherwise challenge the taxability of its entity and shall not object or otherwise challenge the taxability of the Facility.

14. Impact Fee as Compensatory: The Impact Fee referenced herein shall be compensatory to the Town for all impacts of the Operator's operation of the Facility in the Town, including all reasonable indirect costs. Nothing herein shall be construed to exempt the Facility from payment of local, state and federal taxes.
15. Local Hiring: To the extent permissible by law, Operator will make jobs available to local, qualified residents; and such residency will be a positive factor in hiring decisions, but this does not prevent Operator from hiring the most qualified candidates and complying with all employment laws and other legal requirements. In addition to the direct hiring, Operator will work in a good faith, legal and non-discriminatory manner to similarly consider local status of vendors, suppliers, contractors and builders from the Town area to be a positive factor in retaining such vendors.
16. Approval of On-Site Manager: If requested by the Town, Operator shall provide to the Town, for review, the information set forth in 935 CMR 500.101(1)(b), of the person proposed to act as on-site manager of the Facility. Approval by the CCC shall be deemed approval of said on-site manager by the Town.
17. Prevention of Diversion: To the extent requested by the Town's Police Department, and consistent with the Regulations, Operator shall work with the Town's Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the Sales Commencement Date. Such plan will include, but is not limited to, (i) training Facility employees to be aware of, observe, and report any unusual behavior in customers or Facility employees that may indicate the potential for diversion; (ii) strictly adhering to CCC Regulations as to certification amounts and time periods; (iii) rigorous customer identification and verification procedures required by the CCC; (iv) utilizing seed-to-sale tracking software to closely track all inventory at the Facility; and (v) refusing to complete a transaction if the patient or caregiver appears to be under the influence of drugs or alcohol.
18. Security: To the extent requested by the Town's Police Department and Fire Department, and consistent with the Regulations, Operator shall work with the Town's Police Department and the Town's Fire Department to determine the placement of interior and exterior security cameras, so that at least two cameras are located to provide an unobstructed view in each direction of the public way(s) on which the Facility is located. Operator will maintain a

cooperative relationship with the Police Department and the Fire Department, including but not limited to periodic meetings to review operational concerns, cooperation in investigations, and communication to Police Department of any suspicious activities on or in the immediate vicinity of the site. Such camera(s) may be altered by the CCC during their security and architectural review process.

19. Attendants: If the Grafton Police Chief deems it necessary, Operator shall employ: (i) a parking lot attendant during the Police Chief's prescribed hours to ensure safe traffic flow to and from the Premises until the Police Chief deems such attention is not needed; and (ii) a police detail to ensure safe traffic flow to and from the Premises during the Police Chief's prescribed hours, until the Police Chief deems such attention is not needed.
20. Registration and Approvals Required: The obligations of Operator and the Town recited herein are specifically contingent upon the obtaining of a Certificate of Registration for the operation of an adult use Marijuana Establishment from the CCC to operate in Town, and contingent upon all necessary local permits and approvals required, which are consistent with M.G. L. c. 94G, Section 5 and in effect as of the date specifically required by said section.
21. On-Site Consumption: The on-site consumption of marijuana products shall be prohibited.
22. Cooperation: Operator shall work cooperatively and in good faith with the Town in securing the prompt and efficient siting, planning, permitting and preparation for opening of the Facility. Furthermore, Town shall recognize Operator's Existing RMD License Priority Applicant status under 935 CMR 500.101 (2). This Agreement does not affect, limit, or control the authority of Town boards, commissions and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments, or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for the Facility to operate in the Town, or to refrain from enforcement action against the Operator and/or its Facility for violation of the terms of said permits and approvals or said statutes, Bylaws and regulations.
23. Modification of Payments: Both the Operator and the Town understand and agree that a Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer together have a distinct and separate impact on a municipality and justify a difference in Host Community Agreement terms. Should Operator enter into an agreement with any other municipality for the siting of a combined Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer at terms materially more favorable to that municipality than the terms of this Agreement are to Town, this Agreement shall be modified to reflect those terms. Notwithstanding the foregoing, should Operator enter into an agreement with any other municipality for the purpose of operating one or more Marijuana Establishments that do not

combine a Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer this Agreement shall not be modified.

24. Location; Additional Operations: This Agreement applies to the proposed Marijuana Cultivator, Marijuana Retailer and Marijuana Product Manufacturer to be located at 1764 Main Street, Grafton. This agreement will remain in force should the Operator chose to move or transfer operations to a different location within the Town. Should the Operator and the Town agree to allow the Operator to site another facility within the Town, the Operator and the Town shall agree to negotiate an additional agreement.
25. Assignment: Neither the Town nor the Operator shall assign, sublet or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided however such consent shall not be required in the event such transfer or assignment is between the Operator and another entity which is authorized by the CCC to operate the Facility pursuant to a Certificate of Registration granted by it, or if such assignment or transfer is the result of a merger or consolidation with the Operator.
26. Agreement as to Agricultural Exemption: Operator agrees to comply with all laws, rules, regulations and orders applicable to the Facility, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits and approvals required for the operation of an Facility. The Operator agrees not to assert or seek exemption as an agricultural use under the provisions of from the requirements of the Town's Zoning Bylaws pursuant to M.G. L. c. 40A, § 3.
27. Retention of Regulatory Authority: By entering into this Agreement, Town does not waive any enforcement rights or regulatory authority it currently holds over any business in Town.
28. Notices: Any and all notices, or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the parties at the addresses set forth on Page 1 of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.
29. Severability: If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

[Back to Agenda](#)

30. **Governing Law:** This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts and the parties hereto submit to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.
31. **Entire Agreement:** This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.
32. **Confidentiality:** Operator may provide to the Town certain financial information, investment materials, products, plans, documents, details of company history, know-how, trade secrets, and other nonpublic information related to Operator, its affiliates and operations (collectively, the "Confidential Information"). Town (inclusive of its employees, agents, representatives or any other of its affiliated persons) shall not, at any time during the term of this Agreement or thereafter, disclose any Confidential Information to any person or entity, except as may be required by court order or law (pursuant to M.G.L. c. 66 § 10), provided in all events, prior to such disclosure, the Town will notify Operator in writing of its intent to make such disclosure at least three (3) days in advance of any disclosure.
33. **Waiver:** The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
34. **Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either Town or the Operator.
35. **Amendment:** This Agreement may only be amended by a written document duly executed by both of the parties hereto. No modification or waiver of any provision of this Agreement shall be valid unless duly authorized as an amendment hereof and duly executed by the Town and the Operator.
36. **Modifications:** Modifications to this Agreement may only be effective if made in writing and signed by both of the parties hereto.
37. **Headings:** The article, section, and paragraph headings in this Agreement are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

38. Counterparts: This Agreement may be signed in any number of counterparts all of which taken together, shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.
39. Signatures: Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

[SIGNATURES TO FOLLOW]

The following signature indicate that the parties hereby agree to the terms set forth in this Agreement as per the date set forth on page 1 of this Agreement.

For the Town of Grafton, Massachusetts:

For Resinate, Inc.:

Chair

By: Peter DeCaro
Its: Chief Executive Officer

Vice Chair

Clerk

Member

Member

Approved as to Form:

[Back to Agenda](#)

Town Counsel

3. APPOINTMENTS (BOS): GRAFTON AGRICULTURAL COMMISSION

Daniella Sharma, Chair of the Agricultural Commission has requested that the Selectmen appoint Bruce Texiera as a regular member of the Commission. Bruce has been serving as an alternate member and the committee feels moving him up to a full time member would be beneficial to the commission.

MOTION:

I move the board vote to appoint Bruce Texiera (tex era) as a full time member on the Grafton Agricultural Commission for a

Back to Agenda

Cindy Ide

From: Daniela Sharma
Sent: Thursday, April 25, 2019 2:44 PM
To: Cindy Ide
Subject: Agricultural commission and Bruce

Hello Cindy just a reminder that we like to have Bruce Texieira appointed to the agricultural Commissioner as a full member.

Thanks for your help today, Daniela
Sent from my iPhone

[Back to Agenda](#)

3. (b) APPOINTMENTS (BOS): VOTE TO ESTABLISH AND APPOINT A CHARTER LICENSE RENEWAL NEGOTIATION COMMITTEE

The Charter License renewal process is in the beginning stages. The Board is being asked to appoint a negotiation committee for the Charter Renewal process. Similar to what was done in May of 2016 the board is asked to appoint Bob DeToma, Tim McInerney and a member of the Board of Selectmen to this committee.

[Back to Agenda](#)

From Verizon
Renewal
process
5-24-16

Mr. Gallagher stated, that at town meeting, Town Counsel stated that it is recreational marijuana is illegal right now, so anything else would be speculation. She is not going to speculate. He further stated that we just want to have some assurance that it's not that kind of operation. As long as we have the ability to do what we feel is in the best interest of the town.

Mr. Dauphinais made a motion to continue the public hearing. Mr. Dauphinais stated that we need to get to other abutters. Mr. Padgett seconded. All were in favor.

Joint Meeting with Cable - Verizon, Franchise Renewal

Mr. Dauphinais and Mr. Spinney left the meeting.

Mr. McInerney stated that there is a Verizon Renewal in 2018. There are FCC Rules and Regulations the Town has to give notice and hold ascertainment hearings. A couple things have changed. At a June Board meeting there will be an agenda item to hire another telecommunication attorney. Then we can start the formal hearing process sometime in August. **There should be a committee established with the Telecommunications Attorney, Mr. De Toma, Mr. McInerney and possibly one member of the Board of Selectmen.**

Mr. DeToma, chair cable oversight committee addressed the Board stating that he was the only member of the committee available for tonight meeting.

Mr. Padgett made a motion to form a negotiating committee the members will be: The Town Administrator, Bob DeToma, and Sargon Hanna. Mr. Hanna seconded. All were in favor.

Mr. De Toma provided feasibility study is completed arch firm has inspected top to bottom the building has received a good bill of health the arch proposals and plans and are complete the design face and finalizing the amounts. Reviews the plan layout Phil Johnson asked if the fuel tank will be moved. Mr. De Toma said no.

Lawn Maintenance –True Green

Mr. McInerney stated that this is the continuance of last meeting, to discuss the use of Organics vs. Chemicals for lawn care.

Mr. McInerney introduced Mr. Gary Entwistle, Michael Mello, Tim Sibicky of Tru Green are here.

Mr. Phil Johnson- Town Parks and Cemetery Superintendant stated that he worked with Tru Green and set up a schedule for all applications to be done by a licensed uniformed specialist and flag the area.

The difference besides cost with organic is not getting weed control or crab grass control.

4 (a) NEW BUSINESS: VOTE TO AWARD AND EXECUTE BONDS

David Eisenthal, Unibank and Amy Perkins will be present to request the boards approve/ vote to award and execute \$12,600,000 General Obligation Bonds (DPW Facility & Cable TV Studio) and \$8,575,000 bond anticipation notes (Library) Dated May 15, 2019

MOTION: MGL Required Motions will be available at the meeting.

I move the board vote that the sale of the \$12,600,000 General Obligation Municipal Purpose Loan of 2019 Bonds of the Town dated May 15, 2019 (the "Bonds"), to Citigroup Global Markets Inc. at the price of \$13,387,934.00 and accrued interest is hereby approved and confirmed. The Bonds shall be payable on May 15 of the years and in the principal amounts and bear interest at the respective rates as appears in the chart below, noted as Exhibit A.

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020	\$1,075,000	5.00%	2030	\$650,000	3.00%
2021	855,000	5.00	2031	650,000	3.00
2022	260,000	5.00	2032	650,000	3.00
2023	315,000	5.00	2033	650,000	3.00
2024	625,000	5.00	2034	650,000	3.00
2025	500,000	5.00	2035	650,000	3.00
2026	525,000	5.00	2036	650,000	3.00
2027	650,000	5.00	2037	650,000	3.00
2028	650,000	4.00	2038	650,000	3.00
2029	650,000	4.00	2039	645,000	3.00

EXHIBIT A

I move the board vote to approve the sale of a \$8,575,000 2.75 percent General Obligation Bond Anticipation Notes of the Town dated May 15, 2019 and payable May 15, 2020 (the “Notes”) to TD Securities (USA) LLC at par and accrued interest plus a premium of \$92,102.40.

I move the board vote that in connection with the marketing and sale of the Bonds, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated April 22, 2019 and a final Official Statement dated April 30, 2019 (the “Official Statement”), each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

I move the board vote that in connection with the marketing and sale of the Notes, the preparation and distribution of a Notice of Sale and Preliminary Official Statement dated April 22, 2019 and a final Official Statement dated April 30, 2019, each in such form as may be approved by the Town Treasurer, be and hereby are ratified, confirmed, approved and adopted.

I move the Board vote that the Bonds shall be subject to redemption, at the option of the Town, upon such terms and conditions as are set forth in the Official Statement.

I move the board vote that the Town Treasurer and the Board of Selectmen be, and hereby are, authorized to execute and deliver continuing and significant events disclosure undertakings in compliance with SEC Rule 15c2-12 in such forms as may be approved by bond counsel to the Town, which undertakings shall be incorporated by reference in the Bonds and Notes, as applicable, for the benefit of the holders of the Bonds and Notes from time to time.

I move the board vote that we authorize and direct the Town Treasurer to establish post issuance federal tax compliance procedures and continuing disclosure procedures in such forms as the Town Treasurer and bond counsel deem sufficient, or if such procedures are currently in place, to review and update said procedures, in order to monitor and maintain the tax-exempt status of the Bonds and Notes and to comply with relevant securities laws.

I move the board vote that each member of the Board of Selectmen, the Town Clerk and the Town Treasurer be and hereby are, authorized to take any and all such actions, and execute and deliver such certificates, receipts or other documents as may be determined by them, or any of them, to be necessary or convenient to carry into effect the provisions of the foregoing votes.

[Back to Agenda](#)

Claudia J. Matzko

Senior Counsel
Direct Telephone: 617-239-0176
Direct Fax: 888-325-9523
claudia.matzko@lockelord.com

VIA FEDERAL EXPRESS

May 1, 2019

Amy Perkins, Treasurer/Collector
Town of Grafton
Grafton Memorial Municipal Center
30 Providence Road
Grafton, Massachusetts 01519

Re: \$12,600,000 General Obligation Municipal Purpose Loan of 2019 Bonds (the "Bonds")
Dated and Closing: May 15, 2019
\$8,575,000 General Obligation Bond Anticipation Notes (the "Note")
Dated and Closing: May 15, 2019

Dear Amy:

Enclosed are the Bonds, the Note and related closing documents for the above-referenced issue. The Bonds, the Note and closing documents are to be executed as follows:

1. Bonds – each to be signed by you as the Treasurer and by the Board of Selectmen (the "Selectmen") and each to be sealed with the Town seal. (20)
2. Note – to be signed by you as the Treasurer and by the Selectmen and to be sealed with the Town seal. (1)
3. Vote of the Board of Selectmen – to be passed at the May 7, 2019 meeting of the board and signed by the Clerk of the Board of Selectmen. (4)
4. Signature, No Litigation and Official Statement Certificate for the Bonds – to be signed by you as the Treasurer, by the Selectmen and by the Town Clerk and sealed with the Town seal. (4)
5. Signature, No Litigation and Official Statement Certificate for the Note – to be signed by you as the Treasurer, by the Selectmen and by the Town Clerk and sealed with the Town seal. (4)
6. Tax Certificate – to be signed by you as the Treasurer and by the Board of Selectmen. Prior to execution, such signatories should read this document carefully to confirm that

Amy Perkins, Treasurer/Collector
May 1, 2019
Page 2

the facts stated therein are correct. If any of those facts are incorrect, or if any of the statements made are unclear, please telephone me at once to discuss any changes that may need to be made. (u)

7. Continuing Disclosure Certificate – to be signed by you as the Treasurer and by the Selectmen. (Exhibit B is not to be signed.) (u)
8. Significant Events Disclosure Certificate – to be signed by you as the Treasurer and by the Selectmen. (u)
9. IRS Form 8038G – to be signed by you as the Treasurer. We will take care of filing one on behalf of the Town with the IRS.

Once executed, these documents should be returned to your financial advisor at UniBank by overnight delivery or as otherwise arranged with your financial advisor. For further information on returning the documents please contact David Eisenthal.

If you should have any questions, please do not hesitate to contact me.

Very truly yours,



Claudia J. Matzko

CJM:pn
Enclosures

cc: David Eisenthal

Back to Agenda

**4 (b) NEW BUSINESS: VOTE TO SIGN EASEMENT AMENDMENT,
NATIONAL GRID 24-30 PROVIDENCE ROAD**

The Board is asked to sign an easement amendment needed for upgrading the services at the new cable studio, 26 Providence Road.

MOTION:

I move the board sign the easement amendment for National Grid, 24 – 30 Providence Road for service upgrades at the cable studio.

Property Address: 24-30 Providence Street a/k/a Route 122 and Brigham Hill Road, Grafton, MA
(Worcester South)

FIRST AMENDMENT TO EASEMENT DEED

The undersigned, **TOWN OF GRAFTON**, a Massachusetts municipal corporation having a usual place of business at 24-30 Providence Road, Grafton, Massachusetts 01519 ("Grantor") and **MASSACHUSETTS ELECTRIC COMPANY**, 40 Sylvan Road, Waltham, Massachusetts 02451, a Massachusetts corporation, and **VERIZON NEW ENGLAND INC.**, having a local address of 125 High Street – Oliver Tower, 07 Floor, Boston, MA 02110, a New York corporation (hereinafter referred to as the ("Grantee")), parties to or successors in interest to an Easement Deed dated May 17, 2011, recorded with the Worcester South District Registry of Deed in Book 47569, Page 350 (the "Easement Deed"), hereby agree to amend the Easement Deed as follows:

1. Addition of Exhibit B to the Easement Deed, the sketch attached hereto as Exhibit B entitled; "EXHIBIT 'B' NOT TO SCALE; EASEMENT 24-30 Providence Rd Grafton, MA; Date: 3/25/2019; Designer: Merrill Harvey; Work Request: 27916834; nationalgrid". All references in the Easement Deed to Exhibit A shall, from and after the date hereof, mean Exhibit A and Exhibit B attached to this First Amendment to Easement Deed.
2. The undersigned Grantor hereby grant to the undersigned Grantee the same rights and easements within a portion of Grantor land (the "Easement Area") shown on the attached Exhibit B, as were granted under the Easement Deed.
3. Except as amended hereby, the Easement Deed remains in full force and effect according to its terms.

WR # 27916834
WR # 2011-04-27-3004 (Orig)

05 GRAFMA GEN 266-

After recording return to:
Carol Childress
National Grid USA
Service Company, Inc.
939 Southbridge Street
Worcester, MA 01610

EXECUTED as a sealed instrument this _____ day of _____, 2019.

TOWN OF GRAFTON
Acting by and through its Board of Selectmen

By: Sargon Hanna,
Its: Chairman, Selectman

By: Craig Dauphinais
Its: Vice Chair, Selectman

By: Jennifer Thomas
Its: Clerk, Selectwoman

By: Edward Prisby
Its: Selectman

By: Bruce W. Spinney III
Its: Selectman

[Back to Agenda](#)

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2019, before me,

Name of Notary Public the undersigned Notary Public,

personally appeared Sargon Hanna, Craig Dauphinais, Jennifer Thomas, Edward Prisby, and Bruce W. Spinney, III, proved to me through satisfactory evidence of identity, which were

Description of Evidence of Identity

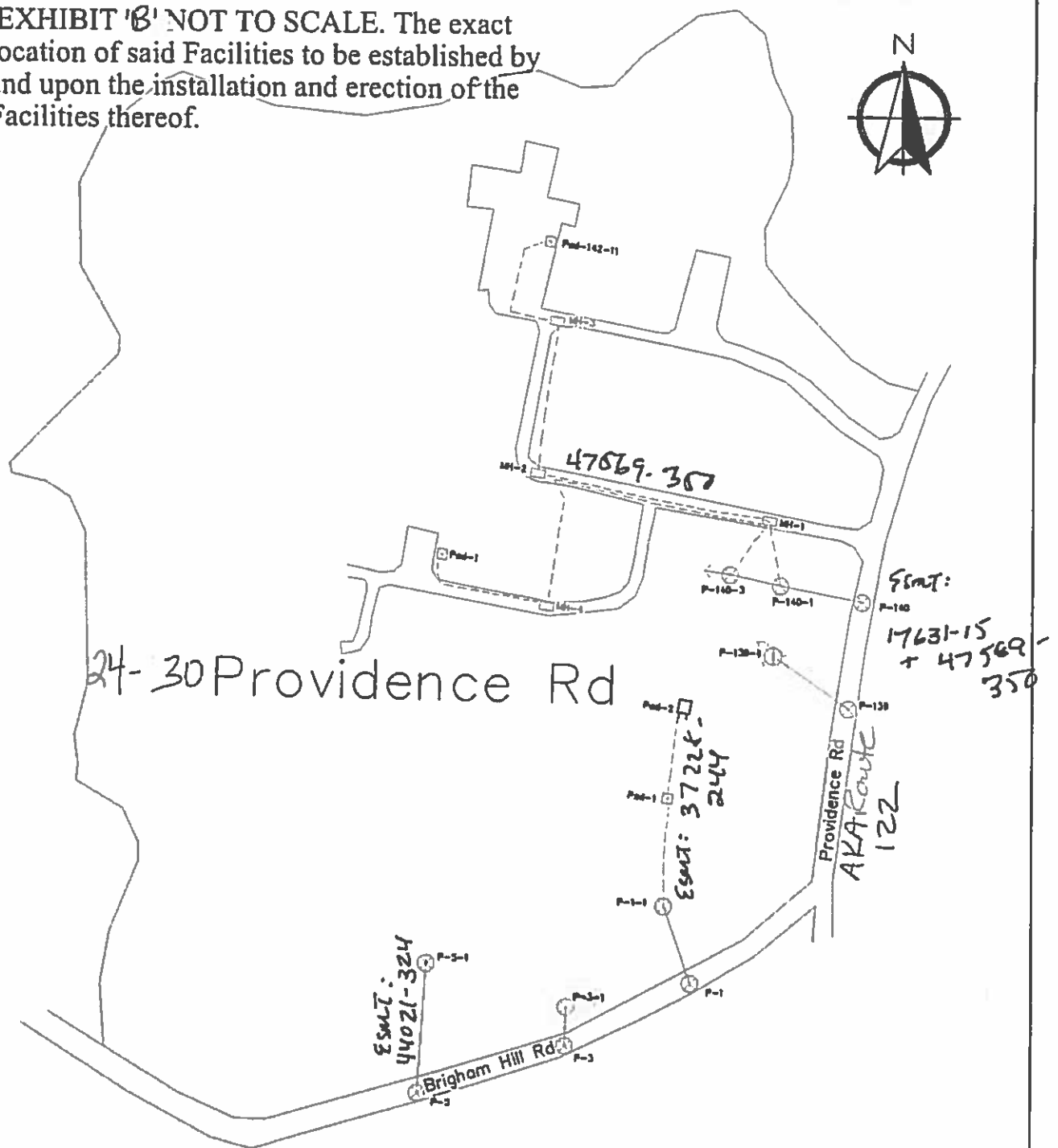
to be the persons whose names are signed on the preceding First Amendment and acknowledged to me that they signed it voluntarily for its stated purpose as members of the Board of Selectmen in the Town of Grafton.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above



<p style="text-align: center;">LEGEND</p> <p>— EXISTING OH PRIMARY MAN HOLE</p> <p> JOINT OWNED EXISTING POLE (JO) —> ANCHOR</p> <p>— EXISTING UG PRIMARY SINGLE PHASE TRANSFORMER</p> <p> 3-PHASE TRANSFORMER PROPOSED JOINT OWNED POLE (JO)</p>	<div style="border: 1px solid black; padding: 5px;"> <p style="text-align: center; font-size: 1.2em; margin: 0;">EASEMENT</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> 34-30 Date: 3/25/2010 </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Providence Rd Design: Merrill Harvey </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Grafton, MA Work Request: 27016034 </div> </div> <div style="text-align: right; font-size: 1.5em; font-weight: bold; margin-top: 10px;"> </div>
--	--

4 (c) NEW BUSINESS: VOTE TO SIGN LICENSE AGREEMENT, NATIONAL GRID (245 Upton Street)

The town is in the process of upgrading the existing utilities at Silver Lake Beach. In order to perform the work, a license agreement is required between the Town and National Grid.

MOTION:

I move the board vote to sign the license agreement with National Grid for the utility upgrades at 245 Upton Street.

[Back to Agenda](#)

Property Address: 245 Upton Street, Grafton, Ma (Southern Worcester County)

GRANT OF LICENSE

TOWN OF GRAFTON, a municipal corporation having an address of 30 Providence Road, Grafton, Massachusetts 01519, (hereinafter referred to as the Licensor), for consideration of One (\$1.00) Dollar, grants to Massachusetts Electric Company, 40 Sylvan Road, Waltham, Massachusetts 02451, a Massachusetts corporation (hereinafter referred to as the Licensee) a License to construct, reconstruct, repair, maintain, operate and patrol, for the transmission of high and low voltage electric current and for the transmission of intelligence and telephone use, lines to consist of, but not limited to, one (1) pole, (which may be erected at different times) with wires and cables installed thereon, and all necessary foundations, anchors, guys, braces, fittings, equipment and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") over, across, under and upon the Grantor's land in Grafton, Southern Worcester County, Massachusetts, to serve Licensor's property and others.

Said "OVERHEAD SYSTEM" is to be installed on Licensor's property, which is located on the northerly side of Upton Street to originate from Pole P-97, which is located on the southerly side of Upton Street, then proceed in a northerly direction crossing Upton Street over, across and upon land of the Licensor to Pole P-97-1, to become established by and upon the final installation thereof by the Licensee.

Also with the further right from time to time and without further payment therefore to pass and repass over, across and upon said land of the Licensor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate and patrol and otherwise change said "OVERHEAD SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Licensee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" is specifically located of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Licensee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM".

WR#28068015(LICENSE)

The provisions of Massachusetts
General Laws, Chapter 183,
Section 6B, are not applicable.

Return to
Nadine J. Morancy
National Grid USA
939 Southbridge Street
Worcester, Ma 01610

05 GRAFMA GEN

It is agreed that the "OVERHEAD SYSTEM" shall remain the property of the Licensee, its successors and assigns, and that the Licensee, its successors and assigns, shall pay all taxes assessed thereon. The rights herein granted are over, across and upon a certain parcel of land being more particularly shown on a Plan of Land recorded with the Southern Worcester County Registry of Deeds Land Court Registration Office in Plan 35292A, filed with Certificate Number 8002.

And further, said "OVERHEAD SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Licensor) is approximately shown on a sketch entitled: "EXHIBIT 'A' NOT TO SCALE. The exact location of said Facilities to be established by an upon the installation and erection of the Facilities thereof.; EASEMENT; 245 Upton St, Grafton, MA; Date: 4/20/2019; Designer: Merrill Harvey; Work Request: 28068015; nationalgrid," a reduced copy of said sketch is attached hereto as "Exhibit A," copies of which are in the possession of the Licensor and Licensee herein, but the final definitive locations of said "OVERHEAD SYSTEM" shall become established by and upon the installation and erection thereof by the Licensee.

If the herein referred to locations as laid out and shown on the Sketch are unsuitable for the purposes of the Licensee or the Licensor, then the locations may, subject to the prior written consent of Licensee, which consent shall not be reasonably withheld, be changed to areas mutually satisfactory to both the Licensor and the Licensee herein; and further the newly agreed to locations shall be indicated and shown on the Sketch by proper amendment or amendments thereto. Any relocation so requested shall be at the sole cost and expense of the requesting party.

It is the intention of the Licensor to grant to the Licensee, its successors and assigns, a License as aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Licensor's land an "OVERHEAD SYSTEM" for the transmission of intelligence and for supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch.

Licensor and Licensee agree that this License shall terminate upon the recording of a permanent easement granted by Licensor to Massachusetts Electric Company for the above noted location as described in this License.

For Licensor's title, see deed dated September 23, 1977, recorded with the Southern Worcester County Registry of Deeds Land Court Registration Office with Certificate Number 9231, Book 47, Page 31, Document Number 33266.

Executed as a sealed instrument this _____ day of _____, 2019.

TOWN OF GRAFTON
Acting by and through
its Board of Selectmen

By: Hanna Sargon
Its: Chairman

By: Craig Dauphinais
Its: Vice Chairman

By: Jennifer Thomas
Its: Clerk

By: Bruce W. Spinney, III
Its: Member

By: Edward Prisby
Its: Member

WR#28068015

The provisions of Massachusetts
General Laws, Chapter 183,
Section 6B, are not applicable.

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Hanna Sargon, proved to me through satisfactory evidence of identity, which was

_____, to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that she signed it voluntarily for its stated purpose, as Chairman of the Board of Selectmen for the TOWN OF GRAFTON.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Craig Dauphinais, proved to me through satisfactory evidence of identity, which was

_____, to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice Chairman of the Board of Selectmen for the TOWN OF GRAFTON.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

[Back to Agenda](#)

WR#28068015

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Jennifer Thomas, proved to me through satisfactory evidence of identity, which was

_____, to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that she signed it voluntarily for its stated purpose, as Clerk of the Board of Selectmen for the TOWN OF GRAFTON.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Bruce W. Spinney, III, proved to me through satisfactory evidence of identity, which was

_____, to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he signed it voluntarily for its stated purpose, as a Member of the Board of Selectmen for the TOWN OF GRAFTON.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

WR#28068015

Commonwealth of Massachusetts

County of _____ } ss.

On this the _____ day of _____, 2019, before me, the undersigned Notary Public, personally appeared Edward Prisby, proved to me through satisfactory evidence of identity, which was

_____, to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he signed it voluntarily for its stated purpose, as a Member of the Board of Selectmen for the TOWN OF GRAFTON.

Signature of Notary Public

Printed Name of Notary

My Commission Expires _____

Place Notary Seal and/or Any Stamp Above

EXHIBIT 'A' NOT TO SCALE. The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



LEGEND



JOINT OWNED EXISTING POLE (JO)

SECONDARY WIRE

PROPOSED ANCHOR

EASEMENT

245 Upton St

Grafton, MA

Date: 4/20/2019

Designer: Merrill Harvey

Work Request: 28068015

nationalgrid

Nadine J. Morancy
Real Estate Representative



May 1, 2019

Mr. Timothy P. McInerney:

Attached herewith please find a Distribution License Agreement along with a National Grid Sketch, "Exhibit A," for your review covering property located at 245 Upton Street, Grafton, Massachusetts. This license agreement grants National Grid the right to install, operate, and properly maintain the lines and equipment upon and/or beneath property.

IMPORTANT:**When printing the attachment, please use single sided printing.

Please have the Board of Selectmen sign the enclosed license agreement in the presence of a Notary and return the original signed and notarized document to me at your earliest convenience.

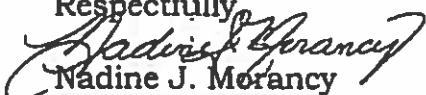
Once complete please mail the original signed and notarized document to me at: Nadine J. Morancy, National Grid, 939 Southbridge Street, Worcester, MA 01610. ****It is very important that you return the document, only to the address cited above.

Please be advised that we are unable to schedule this important work until this document has been returned to us. The documents' timely return is very important.

I thank you in advance for your time and attention. Should you have any questions, please feel free to contact me at 1-508-860-6455.

PLEASE ACKNOWLEDGE RECEIPT OF THIS EMAIL WITH A RETURN EMAIL. THANK YOU!

Respectfully,


Nadine J. Morancy
Real Estate Representative
Attachment: Easement

[Back to Agenda](#)

939 Southbridge Street
Worcester, MA 01610-2293
508-860-6455 Fax: 508-502-7240
Nadine.Morancy@nationalgrid.com

4 (d) NEW BUSINESS:

The board has been discussing the formation of a Financial Sustainability Commission. The board will be considering the formal creation of the Committee.

MOTION:

I move the board vote to form a Financial Sustainability Commission.

[Back to Agenda](#)

Cindy Ide

From: bos@graffton-ma.gov on behalf of Peter Carlson
Sent: Thursday, March 28, 2019 2:10 PM
To: Sargon Hanna; Sargon Hanna
Cc: BOS@graffton-ma.gov; Jennifer Connelly; Jennifer Connelly; Laura Often; Laura Often; Maureen Cohen; Maureen Cohen; Melissa Mazan; Melissa Mazan; Anja Dickmann; Tyler Concaugh; James Cummings; Tim McInerney
Subject: Grafton Sustainability Commission Response
Attachments: GRAFTON SUSTAINABILITY COMMISSION - SC Response 03-26-2019.docx

Dear Sargon,

Attached to this e-mail is the responses from the School Committee (SC) from our March 26, 2019 meeting in regards to the Grafton Sustainability Commission (GSC). On behalf of the SC, please accept our remarks as input, to further your discussion and deliberations. We thank the Board of Selectman (BOS) for the time and considerations and await the outcome. If you or anyone on your board feels that we can be of any assistance to the BOS, please let us know.

Sincerely,
Peter R. Carlson, Chair
Grafton School Committee.

To prepare all students to be life-long learners and responsible citizens.

This email is intended for educational use only and must comply with the Grafton Public School's Acceptable Use Policy. Under Massachusetts Law, any email created or received by an employee of the Grafton Public School's is considered public record. All email correspondence is subject to the requirements of M.G.L Chapter 66. This message and any replies to it are subject to archiving in compliance with federal rules.

GRAFTON SUSTAINABILITY COMMISSION
CHARGE OF THE GRAFTON BOARD OF SELECTMEN

March, 2019
Draft IV

Be it resolved that the Grafton Board of Selectmen hereby establish the formation of the Grafton Sustainability Commission (GSC), an advisory committee which shall include thirteen total members, including two members of each the School Committee, Finance Committee, and Board of Selectmen. The School Committee and Finance Committee shall determine their members at their sole discretion. Those six members shall constitute the GSC's Executive Committee, and are empowered to appoint by majority vote five additional members of the Grafton community as they see fit to accomplish the committee's charge.

Deleted: s even

The GSC will be advisory in nature, and is charged with assisting in planning for additional tactics and strategies to improve the Town's operational efficiency and effectiveness in future fiscal years, including offering guidance to the of the Executive (Board of Selectmen) and School Committee branches of Grafton's government. The GSC will do so by helping to define the choices facing Grafton with respect to municipal and educational service levels and their long term funding requirements and identify, within this context, innovative ways of increasing short- and long term operational efficiency and effectiveness, and identify new or enhanced sources of funding for Town services. As part of its overall review, the GSC should look at the assumptions about revenues and expenditures to determine if the forecast for the next five years is within the range or reasonable projections, and if adjustments should be made, on what basis. The GSC will provide research, comparables, forecasts, and ultimately will provide Grafton with key information that Grafton government can draw upon to make key long term fiscal decisions in the future.

Deleted: operational efficiency and effectiveness

Deleted: o

Formatted: Font color: Auto

Formatted: Font color: Auto

The GSC will, with the assistance of the Town Administrator's office and the Superintendent's office, research benchmarking, income analysis, and spending analysis, to ultimately determine and make recommendations upon the sustainability of the services that Grafton residents rely upon.

Its report shall be completed on or before February 28, 2020 and its findings and reports shall be made publicly available.

4 (e) NEW BUSINESS: CHAPTER 40B AFFORDABLE UNIT, RIGHT OF FIRST REFUSAL (5 Paxton Court)

Joe Laydon, Town Planner has been in contact with the Affordable Housing Trust. Historically, the Board has not exercised its right on these units. At this time, the Affordable Housing Trust recommends against exercising our right of first refusal.

MOTION:

I move the board vote to not exercise its right to purchase the Affordable Unit located at 5 Paxton Court, Grafton, MA.

[Back to Agenda](#)



Grafton Affordable Housing Trust

Grafton Memorial Municipal Center
30 Providence Road
Grafton, MA 01519

MEMORANDUM

To: Tim McInerney, Town Administrator

From: Joseph Laydon, Town Planner

Date: April 22, 2019

Subject: 5 Paxton Court – Flint Pond Estates

On April 10, 2019 the Trust reviewed correspondence from Greg Meyer to the Town of Grafton regarding his intentions to sell the affordable unit at 5 Paxton Court within Flint Pond Estates.

It is the Trust's understanding, as relayed to the Town Planner from DHCD, that in order to proceed with the process for selecting an eligible buyer that the Town must first state whether it intends to exercise its Right of First Refusal on the resale of this units.

The Trust voted unanimously 4-0 to recommend that the Town refuse the option to purchase the unit and thereby require the monitoring agent (DHCD) to proceed with assisting the owners locate and select an eligible buyer. The Trust also recommend that the Town be provided notice of any marketing material produced advertising the sale of the unit so that we may post the availability of the unit on our website and social media sites.

Please contact me if you have any questions. Thank you.

Sargon Hanna

Chair, Grafton Board of Selectmen

Grafton Municipal Center

30 Providence Road

Grafton, MA 01519

I, Greg Meyer, as the owner of 5 Paxton Court, North Grafton, MA, 01536, intend to sell my unit in Flint Pond Estates. I will be working with DHCD as the monitoring agent to assist in the sale of the unit pursuant to the deed restriction being an affordable unit. My ex wife is currently on the mortgage but no longer on the deed. I have a quit claim deed signed by her from our divorce agreement. Any questions or issues please feel free to reach out to me.

Thanks,

Greg Meyer

774-535-3145

4 (F) NEW BUSINESS: VOTE TO SIGN ADA RAMPS, E5 BUILDERS

This project was approved in the FY18 Capital Plan (warrant article). The project went out to bid with E5 Builders being the low bidder. Because the bids came in higher than expected, the project is going to be done in Phases. The first phase will replace the ramp and railing at the front entrance of the Senior Center.

MOTION:

I move the board vote to authorize the chairman to sign the contract with E5 Builders, Leominster MA for the exterior accessibility renovations.

[Back to Agenda](#)

Handicap Ramps Bid April 10 2019 10am

Company Name and Address	On Time Y/N	Performance		Payment Bond 50% Y/N	Base Bid	Alternate 1	Alternate 2	Total
		Bond Y/N	100%					
1 <u>Kreeland Construction</u> <u>907R Myrtle Ave., Medford, MA</u>	Y			Y Y	\$74,650	\$1,330	\$4,950	\$160,930
2 <u>ES Builders</u> <u>45 Granite St, Leominster, MA</u>	Y			Y Y	\$36,800	\$40,000	\$43,000	\$119,800
3 _____								
4 _____								
5 _____								
6 _____								
7 _____								
8 _____								

TOWN OF GRAFTON¹

DATE: MAY 7, 2019

This Contract is entered into on, or as of, this date by and between the Town of Grafton, 30 Providence Road, Grafton MA 01519 (the "Town,"), and

E5 Builders, LLC
Thomas Anderson
45 Granite Street
Leominster, MA 01453

978-728-4598
Toma@e5builders.com

1. This is a Contract for the procurement of the following:

Exterior accessibility renovations located at 30 Providence Road, Grafton, MA as fully described in the plans and specifications contained in the Invitation to Bid dated April 10, 2019 and incorporated by reference and deemed to be a part hereof as if fully incorporated and set forth herein.

2. The Contract price to be paid to the Contractor by the Town is:

Base bid: \$36,800

Alternate 1: \$40,000

Total: \$76,800

3. Payment will be made as follows:

3.1

3.1.1 If any portion of the contract price is to be paid by a private citizen(s) no work shall be performed until a sum has been deposited with the Town Treasurer, upon an estimate made by the board, committee or officer having charge of the work, sufficient to cover the payment for the portion of the said work chargeable to the private citizen(s).

3.2 Fees and Reimbursable Costs combined shall not exceed \$76,800 as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if

¹ Contract Long Form_Services more than \$25,000.00_NOT TO BE USED FOR ENGINEERING AND ARCHITECT CONTRACTS.

any.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security *(Surety is not required for contracts for the purchase of goods and most services. Surety in the form of a 100% performance bond; 100% payment bond and 5% bid surety is ALWAYS required for construction contracts)*

4.1 In the event the contract price exceeds the sum of \$10,000.00, the Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

5. Definitions:

5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.

5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.

5.3 The Contractor: The "other party,, to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor,, shall be understood to refer to any other such label used.

5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.

5.5 Goods: Goods, Supplies, Services or Materials.

5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the

Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.

5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents on or before August 1, 2019, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.

9.3 Default. The following shall constitute events of a default under the Contract:

any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages,, including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages,,) as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the

Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

- 12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.
- 12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

15.1 As used in this section "affirmative action," means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, selection, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer,,";
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor, if applicable, shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of

any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

The Contractor shall indemnify, defend and save harmless the Town, the Town's officers, agents and employees, from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, expenses, recoveries and judgments of every nature and description (including attorneys' fees) that may arise in whole or in part out of or in connection with the work being performed or to be performed, or out of any act or omission by the Contractor, its employees, agents, subcontractors, material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor further agrees to reimburse the Town for damage to its property caused by the Contractor, its employees, agents, subcontractors or material men, and anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, including damages caused by his, its or their use of faulty, defective, or unsuitable material or equipment, unless the damage is caused by the Town's gross negligence or willful misconduct.

- 21.1 The Contractor further agrees to indemnify and hold harmless the Town, including the agents, employees and representatives of either, from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.
- 21.2 The Contractor shall be responsible for all damage or injury to property of any character during the prosecution of the work resulting from any act, omission, neglect, or misconduct in the manner or method of executing the work or due to the non-execution of the work or at any time due to defective work or materials.

21.3 In any and all claims against the town or any of their agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's Compensation Acts, disability benefit acts or other employee benefit acts.

21.4 The Contractor hereby assumes the entire responsibility and liability for any and all injury to or death of any or all persons, including the Contractor's employees, and for any and all damage to property caused by, resulting from or arising in whole or in part out of any act, omission, or neglect on the part of the Contractor or of any Subcontractor or of anyone directly or indirectly employed by any of them, or of anyone for whose acts any of them may be liable in connection with operations under the Contract.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. **Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination.** Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA,, or "ACORD,, Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without

interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the

Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

33. Supplemental Conditions:

The foregoing provisions apply to all contracts to which the Town of Grafton shall be a party.

If this Contract is for Construction, the following provisions will apply:

See SUPPLEMENT C attached hereto.

[THE REMAINDER OF THIS PAGE HAS BEEN LEFT BLANK]

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person,, shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Print Name

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

_____, authorized signatory for
name of signatory

_____, whose
name of contractor
principal place of business is at _____,

_____ does hereby certify under the pains and penalties of perjury
that _____ has paid all
name of contractor

Massachusetts taxes and has complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Signature

Date

EXAMPLE CLERK'S CERTIFICATE

Action of Shareholders
Written Consent

(Date)

The undersigned, being the Shareholders of _____, a Massachusetts Corporation (the "Corporation") entitled to vote on the action, hereby consent to the adoption of the following votes:

VOTED: That the [President and/or the Vice President or named individual], each of them acting singly is, authorized to execute any and all contract documents and to enter into and negotiate the terms of all contracts and to accomplish same and to execute any and all documents, instruments, and agreements in order to effectuate the transaction and that said transaction shall be valid, binding, effective, and legally enforceable.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of the Corporation to take or cause to be taken all such action(s) as s/he or they, as the case may be, deem necessary, appropriate or advisable to effect the foregoing votes, as may be shown by the officer or officers execution or performance which shall be conclusive evidence that the same is authorized by the directors of this Corporation.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time, in the name and on behalf of this Corporation, under its corporate seal, if desired, attested by an appropriate officer, if desired, to execute, make oath to, acknowledge, deliver and file any and all of the agreements, instruments, certificates and documents referred to or related to the foregoing votes.

VOTED: That the officers are, and each of them acting singly is, authorized, from time to time and on behalf of this Corporation, under its corporate seal, if desired, to execute, acknowledge and deliver any and all agreements, instruments, certificates and documents referred to or related to the foregoing votes, with such changes as the officer or officers so acting may deem necessary or desirable, and the signature of such officer or officers to be conclusive evidence that the same is authorized by the directors of this Corporation.

Clerk of Corporation Certificate

I, _____ the Clerk of the foregoing corporation, do hereby certify that the above vote was taken at a duly called meeting of the shareholders of the Corporation on _____, 20__.

Clerk of Corporation

SEAL

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

Contract Reviewed by: _____
Signature

Title

Name,

SUPPLEMENT "C,,

[] CONSTRUCTION

SUPPLEMENT "C,, - Applicable to Contracts for the construction of:

(1) Public Buildings and Public Works

(governed by the provisions of General Laws Chapter 30B);

(2) Public Buildings

(governed by the provisions of General Laws Chapter 149, § 44A, et seq.); and

(3) Public Works

(governed by the provisions of General Laws Chapter 30, §39M, et seq)

1. This form supplements the Town of Grafton "Contract and General Conditions,, and applies only to contracts for the construction, reconstruction, alteration, remodeling or repair of public works or public buildings.
2. Wherever the law requires one contracting with a city or town to be bonded, such obligation shall be understood to be a term and condition of this Contract. The Contractor agrees to secure such bond (where required) in the form required by the Town and provide an original thereof to the Town prior to the commencement of performance.
3. Equality:
 - 3.1. In the case of a closed Specification written for a specific item or items to be furnished under the Base Bid, such specifications shall, as applicable, be in compliance with the Massachusetts General Laws, Chapter 30, Section 39M and Chapter 149, Sec. 44A et seq.
 - 3.2. Where the name of an item, material or manufacturer is mentioned in the Specifications or on the Drawings, except as above noted, the intent is to establish a standard and in no way should be construed to exclude any item or manufacturer not mentioned by name, but whose product meets the Specifications as to design, utility and quality. Final decision shall rest solely with the Town's Project Representative (herein after "Project Representative,,) as to its acceptability.
4. Change Orders:
 - 4.1. Change orders must receive the approval of the Town Administrator and the appropriate Department or Division Head and must be supported by the project engineers and architects, if any.

- 4.2. Change orders to contracts governed by General Laws Chapter 30B may not increase the quantity of goods or services provided by more than twenty-five (25%) per cent, in compliance with Sec. 13 of Chapter 30B.
5. The Contractor will carry out the obligations of this contract in full compliance with all of the requirements imposed by or pursuant to General Laws Chapter 151, Sec. 1, et seq. (Minimum Wage Law) and any executive orders, rules, regulations, and requirements of the Commonwealth of Massachusetts as they may from time to time be amended. The Contractor will at all times comply with the wage rates as determined by the Commissioner of the Department of Labor and Industries, under the provisions of General Laws Chapter 149, Sections 26 and 27D (Prevailing Wage), as shall be in force and as amended.
 6. The Contractor shall continuously maintain adequate protection of all work from damage and shall protect the property of the Town and others, including adjacent property, from injury or loss arising in connection with the Contract. The Contractor shall make good any such damage, injury or loss, except as may be directly due to errors in the Contract Documents or caused by agents or employees of the Town, or due to causes beyond the Contractor's control and not the Contractor's fault or negligence.
 7. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and local laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. The Contractor will erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of workers and the public, shall post danger signs warning against the hazards created by such features of construction such as pits, protruding nails, hosts, well holes, elevator hatchways, scaffolding, window openings, stairways and falling materials; and shall designate a responsible member of its organization on the work, whose duty shall be the prevention of accidents.
 8. The Town shall at all times have access to the work wherever it is in preparation or progress and the Contractor shall provide suitable accommodations for such access.
 9. The Contractor shall appoint a competent superintendent and foreman and any necessary assistants, all of whom shall be satisfactory to the Town. If the Town in its sole discretion determines that the construction superintendent, foreman, or assistants are unacceptable to the Town, then upon seven days notice from the Town, the Contractor shall replace such person or persons with people acceptable to the Town.
 10. The Contractor shall give efficient supervision to the work, using its best skill and attention. The Contractor shall carefully study and compare the drawings, specifications and other instructions and shall at once report to the Town any error, inconsistency or omission which shall be discovered. Included in this responsibility shall be supervision of all work performed by subcontractors on the work.
 11. Notwithstanding any other provision of this Contract to the contrary, if the Contractor should neglect to prosecute the work properly, or fail to perform the contract or any of its provisions, the Town, upon three days written notice, may, without prejudice to any other

remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

12. Inspection by the Town's Project Representative

- 12.1. The Town shall have the right to designate a Project Representative who may make periodic visits to the site to familiarize the Town generally with the progress and quality of the work, and to determine in general if the work is proceeding in accordance with the Contract Documents. The Project Representative will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the work, and will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of these observations while at the site, the Project Representative will keep the Town informed on the progress of the work, will endeavor to guard the Town against defects and deficiencies in the work of contractors, and may condemn structural work as failing to conform to the Contract Documents. The Project Representative shall have authority to act on behalf of the Town only to the extent expressly delegated by the Town, which shall be shown to the Contractor, and shall have authority to stop the work whenever such stoppage may reasonably be necessary to insure the proper execution of the Contract.
- 12.2. In connection with the work, the Project Representative shall not be responsible for construction methods, means, techniques, sequences or procedures employed by the Contractor or the Contractor's safety programs, requirements, regulations, or precautions.

13. Decisions of the Project Representative

- 13.1. The Project Representative shall, within a reasonable time, make decisions on all claims of the Town or the Contractor and on all other matters relating to the execution and progress of the structural work or the interpretation of the Contract Documents.
- 13.2. The Project Representative's decision, in matters relating to the project, shall be final, if within the terms of the Contract Documents.
- 13.3. If, however, the Project Representative fails to render a decision within ten days after the parties have presented their evidence, either party may then avail itself of the remedies provided in this Contract or available to it by law. If the Project Representative renders a decision after such remedies have commenced, such decision may be entered as evidence but shall not disturb or interrupt such proceedings except where such decision is acceptable to the parties concerned.

14.1 Use of Premises by the Contractor:

- 14.1. The Contractor shall confine its apparatus, the storage of materials and the operations of its workmen to limits indicated by law, by-laws, permits or

directions of the Town and shall not unreasonably encumber the premises with its materials.

- 14.2. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

15. Maintenance of Premises:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by its employees or work, and at the completion of the work it shall remove all its rubbish from and about the work site and all its tools, scaffolding and surplus materials and shall leave its work "broom-clean,, or its equivalent, unless more exactly specified. In case of dispute, the Town may remove the rubbish and charge the cost to the several contractors, as the Town shall determine to be just.

16. Right to Terminate

In addition to any other remedies herein provided and notwithstanding any other provisions hereof to the contrary, if the Contractor should (1) be adjudged a bankrupt, (2) make a general assignment for the benefit of creditors, (3) have a receiver appointed on account of its insolvency, (4) persistently or repeatedly refuse or fail to supply enough personnel and resources to perform the contract, (5) fail to make prompt payment to subcontractors or to providers of materials or labor, (6) persistently disregard laws and regulations or lawful directives of the Town, or (7) be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor (or any surety) seven days written notice, terminate the contract and the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it deems appropriate.

In such cases, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid amount owed to the Contractor for work already completed shall exceed the expense of finishing the work, including compensation for additional architectural, managerial, legal and administrative services, such excess shall be paid to the Contractor. If such expenses shall exceed such unpaid balances, the Contractor shall pay the difference to the Town.

The Contractor shall not be relieved of liability to the Town by virtue of any termination of this Contract, and any claim for damages against the Contractor relating to the Contractor's performance under this contract shall survive any termination hereunder.

Notwithstanding any other provision of this Agreement, the Town reserves the right at any time in its absolute discretion to suspend or terminate this Agreement in whole or in part for its convenience upon seven days written notice to the Contractor. The Town shall incur no liability by reason of such termination except for the obligation to pay compensation for all work performed by the Contractor and accepted by the Town to the termination date.

17. Progress Payments:

- 17.1. The Contractor shall submit to the Town an itemized Application for Payment, supported to the extent required by the Town by invoices or other vouchers, showing payments for materials and labor, payments to Subcontractors and such other evidence of the Contractor's right to payment.
- 17.2. The Contractor shall, before the first application, submit to the Town a schedule of values of the various parts of the work, including quantities aggregating the total sum of the Contract, divided so as to facilitate payments to Subcontractors, made out in such form as the Town and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness. This schedule, when approved by the Town, shall be used as a basis for payment, unless it is found to be in error. If applying for payments, the Contractor shall submit a statement based upon this schedule.

18. Withholding of Payments

- 18.1. The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary in its reasonable opinion to protect the Town of Grafton from loss on account of:
 - 18.1.1. Defective work not remedied.
 - 18.1.2. Claims filed or reasonable evidence indicating probable filing of claims.
 - 18.1.3. Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
 - 18.1.4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 - 18.1.5. Damage to another contractor.
 - 18.1.6. Delays resulting in liquidated damages.
- 18.2. Withholding of payments shall be in strict compliance with statutory requirements.

19. Claims by Contractor and Liability of Town

All claims by the Contractor against the Town shall, unless otherwise provided by law, be initiated by a written claim submitted to the Town no later than seven (7) calendar days after the event or the first appearance of the circumstances causing the claim. The claim shall set forth in detail all known facts and circumstances supporting the claim. The Contractor shall continue its performance under this contract regardless of the submission or existence of any claims.

The limit of liability of the Town under this Agreement is limited to the compensation provided herein for work actually performed, and shall in no event include liability for delays or for incidental, special or consequential damages or lost profits or for damages or loss from causes beyond the Town's reasonable control.

20. Damages for Delay:

The Contractor shall have not claims for any damages, costs, or expenses of any kind or nature, for any suspension, delay. Interruption, or acceleration of the work on the part of the Town, architect, or any of their consultants in performing or furnishing any work, or resulting form problems or deficiencies with materials, information, or documentation and/or decisions in connection with the execution of the work. The Contractor's sole remedy for such delay shall be for a claim for an extension of time to its period of contract performance.

21. Liquidated Damages:

Because both parties recognize (1) that the time for completion of this Contract is of the essence, (2) that the Town will suffer loss if the work is not completed within the contract time specified, plus any extension thereof allowed in accordance with the provisions of this contract, and (3) the delays, expense and difficulties involved in a legal proceeding to determine the actual loss suffered by the Town if the work is not completed in time, it is agreed that the Contractor will pay the Town as liquidated damages representing an estimate of delay damages to which the Contractor agrees by entering into this Contract, not as a penalty, the sum of One Thousand Dollars (\$1,000) per day for each calendar day of delay until the work is completed, whether the work is completed by the Contractor or some other person. The Town's right to impose liquidated damages shall in no way prohibit or restrict the Town's right to bring a legal action for damages in lieu of or in addition to its option to impose liquidated damages. The Town may deduct any liquidated damages from money due the Contractor, and if such payment is insufficient to cover the liquidated damages, then the Contractor shall pay the amount due.

22. The Contractors' Mutual Responsibility:

Should the Contractor cause damage to any separate subcontractor on the work, the Contractor agrees, upon due notice, to settle with such contractor by agreement, or by recourse to remedies provided by law or by the provisions of the contract. If such separate contractor sues the Town on account of any damage alleged to have been sustained, the Town shall notify the Contractor, who shall defend such proceedings at the Town's expense and, if any judgment against the Town arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Town including attorney's fees and related costs of litigation.

23. Separate Contracts:

23.1. The Town reserves the right to let other Contracts in connection with this work under similar General Conditions. The Contractor shall afford other contractors

reasonable opportunity for the introduction and storage of their materials and the execution of their work, and shall properly connect and coordinate its work with theirs.

23.2. If any part of the Contractor's work depends, for proper execution or results, upon the work of any other contractor, the Contractor shall inspect and promptly report to the Town any defects in such work that render it unsuitable for such proper execution and results. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of its work except as to defects which may develop in the other contractor's work after the execution of its work.

23.3. To insure the proper execution of its subsequent work, the Contractor shall measure work already in place and shall at once report to the Town any discrepancy between the executed work and the Drawings.

24. Subcontracts:

24.1. All Subcontracts shall be awarded in conformity with the requirements of the General Laws, Commonwealth of Massachusetts, Chapter 149, Sections 44A to 44L, inclusive.

24.2. The Contractor agrees that it is as fully responsible to the Town for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by it.

24.3. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Town.

25. Contractor-Subcontractor Relations:

The Contractor agrees to bind every Subcontractor and every Subcontractor agrees to be bound by the terms of the Agreement, the General Conditions of the Contract, the Supplementary General Conditions, the Drawings and Specifications, as far as applicable to its work, including the provisions of the General Laws, Commonwealth of Massachusetts, Chapter 149, Section 44A, et seq.

26. The Contractor's Insurance:

Notwithstanding any other provisions of this Contract to the Contrary and in addition to any requirements set forth in the Contract, the Contractor shall provide and maintain the following insurance:

26.1. The Contractor shall purchase and maintain such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by itself

or by any Subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable.

26.2 Liability Insurance Requirements

In addition to the liability insurance requirements set forth in the Contract, the liability insurance shall include all major divisions and shall be on a comprehensive general basis including Premises and Operations, Owners and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned and Hired Motor Vehicles. All such insurance shall be written for not less than any limits of liability required by law, unless otherwise provided in the contract documents. The Contractor's insurance shall include:

Excess Liability (Umbrella)
\$3,000,000

Excess Liability (Umbrella) Insurance (Subcontractors) \$1,000,000 or 1.5 times the value of the subcontract, whichever is higher.

26.3. The above insurance policies shall also be subject to the following requirements:

25.3.1. Insurance coverage for the Contractor's Comprehensive General Liability, as hereinafter specified under Paragraph entitled "Protective Liability Insurance,, shall be written by one and the same insurance company to avoid the expense of duplicate and/or overlapping coverage and to facilitate and expedite the settlement of claims.

25.3.2 All premium costs shall be included in the Contractor's bid.

27. Protective Liability Insurance:

27.1. The Contractor shall purchase and maintain such insurance as described in the preceding paragraph as will protect the Town from claims which may arise from operations under the Contract, including operations performed for the named insureds by independent contractors and general inspection thereof by the named insureds.

27.2. The Contractor shall also purchase and maintain such insurance as will protect the Town against Automobile Non-Ownership Liability in connection with the Contractor's operations under the Contract, whether such operations be by itself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

27.3. The limits of liability for coverage required under the Contract shall be as specified within the Contract documents.

27.4 The Town shall be named as an additional insured on the above referenced liability Policies, and the Contractor's insurance shall be the primary coverage.

The cost of such insurance, including required endorsements and amendments, shall be the sole responsibility of the Contractor.

28. Liens:

Neither the Final Payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Town a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that as far as it has knowledge or information, the releases and receipts include all the labor and material for which a lien could be filed. The Contractor shall comply with all statutory provisions of the General Laws of the Commonwealth of Massachusetts with regard to liens, Chapter 254 and 149 as amended (as a minimum requirement).

29. Guarantees:

29.1 The Contractor guarantees and warrants to the Town that all labor furnished under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

29.2. If at any time any part of the work constructed under the terms of this contract shall in the opinion of the Town Administrator require repairing due to defective work or materials furnished by the Contractor, he may notify the Contractor in writing to make the required repairs. If the Contractor shall neglect to start such repairs within ten days of the date of giving it notice thereof and to complete the same to the satisfaction of the Town Administrator with reasonable dispatch, then the latter may employ other persons to make such repairs. The Town shall charge the expense thereof to the Contractor and may use any moneys still retained to pay for the same, and if such sum is insufficient, the Contractor shall be obligated to pay the balance thereof.

29.3. All guarantees and warranties required in the various Sections of the Specifications which originate with a Subcontractor or Manufacturer must be delivered to the Town before final payment to the Contractor may be made for the amount of that subtrade or for the phase of work to which the guarantee or warranty relates. The failure to deliver a required guarantee or warranty shall be held to constitute a failure of the Subcontractor to fully complete his work in accordance with the Contract Documents. The Contractor's obligation to correct work is in addition to, and not in substitution of, such guarantees or warranties as may be required in the various Sections of the Specifications.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

The Contractor by:

Chairman, Board or Selectmen Date
(for contracts under \$25,000.00 the
Town Administrator may sign)

Signature Date

Print Name

Print Name & Title

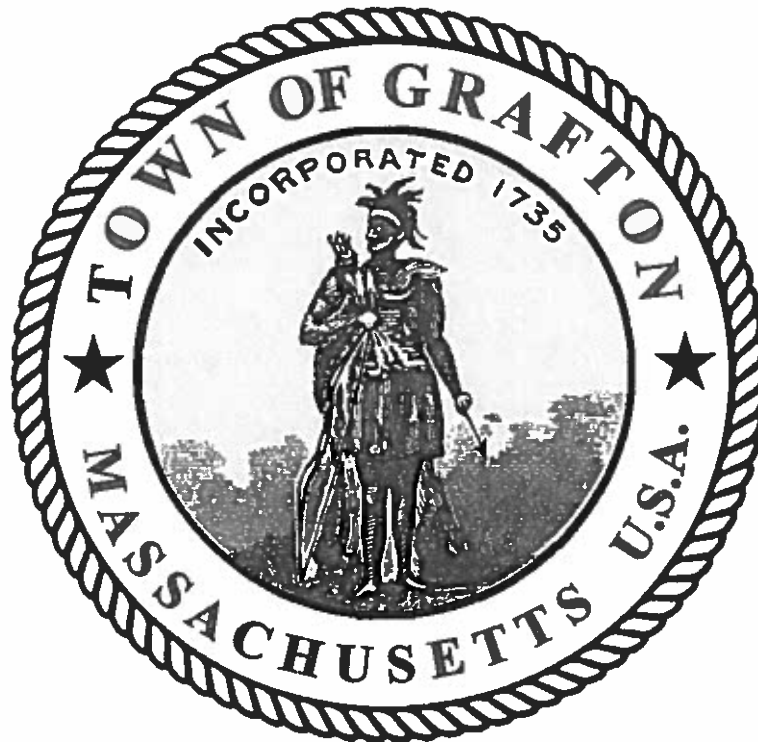
Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

TOWN OF GRAFTON



MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS

**30 PROVIDENCE ROAD
TOWN OF GRAFTON, MASSACHUSETTS**

By: Rebecca Meekins
Assistant Town Administrator

For: Board of Selectmen

INVITATION FOR BIDS
MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS
30 PROVIDENCE ROAD
March 13, 2019
TOWN OF GRAFTON, MASSACHUSETTS

The Town of Grafton Massachusetts (Awarding Authority), acting by and through its Assistant
Town Administrator, invites sealed General Bids for construction of:
MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS

in accordance with the Bidding and Contract Documents prepared by:
Rebecca Meekins, 30 Providence Road Grafton MA 01915
Addressed to the Awarding Authority (Owner) as follows:
TOWN OF GRAFTON
30 Providence Road
Grafton, Massachusetts 01519
Attn: Rebecca Meekins, Assistant Town Administrator

At the date and time specified below at which time the proposals will be publicly opened and read
aloud. General Bids: April 10, 2019 10am to the Town Administrator's Office, 30 Providence
Road, Grafton, MA 01519 local legal time.

A Payment Bond in the amount of fifty percent (50%) of the contract price will be required. A
Performance Bond in the amount of one-hundred percent (100%) of the contract price will be
required.

Bids shall be accompanied by a bid deposit in acceptable form as outlined in the specifications in
the amount of five percent (5%) of the bid.

Wage rates as determined by the commissioner of Labor and Industries under the provisions of
M.G.L. Chapter 149, Sections 26 through 27D shall prevail on this project.

Interested bidders should contact Rebecca Meekins at meekinsr@graffton-ma.gov directly for
electronic copies of plans and specifications. Paper copies are available for pickup in the Office
of the Board of Selectmen at 30 Providence Road, Grafton, MA 01519 between 8:30AM and
4:30PM.

The Board of Selectmen reserves the right to reject any and all bids in whole or in part and to
award the bid it deems to be in the best interest of the Town.

Rebecca Meekins, Assistant Town Administrator

SCOPE OF SERVICE
SPECIFICATIONS FOR
MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS
30 PROVIDENCE ROAD, GRAFTON, MASSACHUSETTS
March 2019

Scope of Services/Statement of Work

The Town of Grafton seeks qualified contractors to submit bid documents for the construction and installation of handicap ramps at the Grafton Municipal Center as requested in the specifications for the project. The Grafton Municipal Center is located at 30 Providence Road. Drawings and specifications are included in this bid package.

Receipt and Opening of Bids

Any bid may be withdrawn prior to the respective time scheduled above for the opening of such bids or authorized postponement thereof. No bid may be withdrawn for thirty (30) days, Saturdays, Sundays and Legal Holidays excluded, after the opening of the bids. No telephone change in bid or withdrawal of bid will be received or recognized. Any modification or correction of the bid must be submitted in a sealed envelope, properly labeled on the outside and received prior to the opening of the bid.

Written Specifications

Interested bidders should contact Rebecca Meekins at meekinsr@graffton-ma.gov directly for electronic copies of plans and specifications.

Examination of Contract Documents

Each contractor shall fully acquaint itself with and thoroughly examine the Contract Documents. Failure of any contractor to acquaint itself with the Contract Documents shall, in no way, relieve a contractor from any obligations with respect to its bid.

Addenda and Interpretations

A. No interpretations of the meaning of the Contract Documents or other documents will be made to any contractor orally. Every request for such interpretation shall be in writing addressed to the Office of the Town Administrator, Grafton Municipal Center, 30 Providence Road, Grafton, MA 01519, and to be given consideration, must be received at least seven (7) days prior to the date fixed for the opening of the bids.

B. Any and all such interpretation or any additions or deletions to the bid and any supplemental instructions will be in the form sent by fax with return fax requested, email with return email requested, or by mail, to all prospective contractors at the respective addresses furnished for such purpose with an acknowledged on the bid form. Failure of any contractor to

receive any addendum or interpretation shall not relieve such contractor from any obligation under the bid as submitted.

C. All addenda so issued shall become part of the Contract Document.

Preparation of Bids

Each bid shall contain a list of all similar prior work (see details in the *Qualification of Contractors* section below) and clear breakdown of the proposed price to include 1.) Base Bid inclusive of all labor and materials costs 2.) Bids for Alternate #1 and Alternate #2 inclusive of all labor and materials costs as detailed on the Price Proposal Sheet included at the end of this document. Each bid shall be signed by the contractor.

The bid shall be enclosed in a sealed envelope with the following plainly marked on the outside:

"Municipal Center Exterior Accessibility Improvements, Town of Grafton, MA"

If the bid is mailed, the contractor shall enclose the sealed bid in an outer envelope marked as indicated above and addressed as follows:

From: Contractor's Name and Business Address
To:

TOWN OF GRAFTON
30 Providence Road
Grafton, Massachusetts 01519
Attn: Rebecca Meekins, Assistant Town Administrator

All contractors are cautioned to allow ample time for the transmittal of bids. Bids received after the specified time will not be accepted or recognized. The time of receipt will determine the acceptability of mailed bids, regardless of the postmark.

Right to Reject Bids

The Awarding Authority reserves the right to waive any information, to reject any or all bids and to accept that bid which is in the best interest of the Town of Grafton.

Method of Award

A. The award of the contract will be made within forty-five (45) days, Saturdays, Sundays and Legal Holidays excluded, after the opening of the bids. The contractor will be sent a written notification of the award

B. The award of the contract will be made to the contractor who submits the lowest responsible and eligible bid. Lowest will be determined to be the base bid plus both alternates without exceeding the budget for this project. If both alternates do not fit within the budget, lowest will be determined on base + Alternate 1. If neither alternate is low enough to be included, then the lowest will be determined simply on the base bid.

C. Bids will be awarded subject to funds. Subject to those funds, the lowest price will be determined by the base bid plus the 2 alternative bids. If only the base bid can be awarded, the lowest base bid will be considered.

D. If the contractor selected fails to execute a contract in accordance with the items of the bid, an award may be made to the contractor who submits the next lowest responsible and eligible bid.

Execution of Contracts

The prepared contract forms and bond forms will be sent to the contractor, who shall execute and deliver the contract and furnish the required surety and insurance to the Town Administrator within ten (10) business days after presentation thereof in accordance with the bid; and shall furnish the executed contract, a payment bond which shall be in the sum of 50% of the contract price. The surety company must be qualified to do business under the laws of the Commonwealth of Massachusetts and must be satisfactory to the Town. Attorneys-in-fact who sign bonds must file with the bond a certified and effectively dated copy of the Power of Attorney.

Qualification of Contractors:

No bids will be accepted from any party which the Town deems being irresponsible or unreliable. The Town has the right to request any contractor to supply proof that it is financially capable and thoroughly experienced to do the work called for in the Scope of Service.

The contractor shall be a company which has been in business for a minimum of five (5) years and having completed at least five previous projects in similar size and nature in performing similar work to commercial buildings in the last two years. Such projects shall be detailed and submitted with the bid documents and shall contain at minimum:

1. Project Name and Location and Principal in Charge
2. Brief Description of the Project (include reference to relevant experience for this project)
3. Clients Name and Address
4. Completion Date (Actual or Estimated)
5. Project Cost
 - a. Total
 - b. Fee for work for with Contract was responsible

The successful contractor shall have an adequate labor force to meet the Town's schedule for this project. The contractor shall work in harmony with Town of Grafton personnel.

Intent:

All work shall be in strict accordance with Federal, State, Local and governing codes and with adherence to the requirements of bid specifications.

Labor:

Regular work shall be done during normal working hours as defined in the Bid Package Specification. The contractor shall be aware of the prevailing wage rates and health and welfare contributions as set forth by the Massachusetts Prevailing Wage rates as determined by the

commissioner of Labor and Industries under the provisions of M.G.L. chapter 149, sections 26 through 27D shall prevail on this project and of all applicable safety laws of the Commonwealth and the Federal Occupational Safety and Health Act. Prevailing wage sheets have been included at the end of this invitation for bids. Certified payrolls must be submitted with invoices in order for invoices to be paid.

Warranty:

The successful contractor shall replace, repair or make good without cost to the Town of Grafton any defects arising from defective labor or material, as determined by the Town of Grafton or a designee after inspection and for a period of 12 months from the completion of the entire project.

Work shall be completed in accordance with the project schedule and testing requirements set within the bid specifications as may be amended throughout the project in writing with approval of the Town and Architect.

General Conditions:

1. Insurance:

Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

Professional Liability Insurance:

Liability of \$1 million per claim and \$2 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

Other Insurance Requirements:

- a. Comprehensive commercial general liability insurance with limits of at least \$1 million per occurrence and \$2 million annual aggregate for property damage and \$1 million per person and \$2 million per occurrence

for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.

- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the notices required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MIIA" or "ACORD" Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

Certificate in duplicate of insurance coverage as detailed above, with policy numbers and dates of expiration, must be submitted with the signed Contract. Evidence of insurance certificates shall name Town as an additional insured and the premium is part of bid price.

2. Wage and Salary Requirements:

The contractor shall be aware of the prevailing wage rates and health and welfare contributions as set forth by the Massachusetts Prevailing Wage rates as determined by the commissioner of Labor and Industries under the provisions of M.G.L. chapter 149, sections 26 through 27D shall prevail on this project and of all applicable safety laws of the Commonwealth and the Federal Occupational Safety and Health Act. Again, prevailing wage sheets have been included at the end of this invitation for bids. Certified payrolls must be submitted with invoices in order for invoices to be paid.

3. Prices:

Each bid shall contain a clear breakdown of the proposed price to include 1.) Labor and 2.) Materials and Equipment. The price proposal for the work to be completed for this project shall be submitted on the "Price Proposal" spreadsheet attached hereto. The unit prices shall include labor, materials, overhead, profit, insurance etc. to cover the finished work of the type required. The contractor understands that the Awarding Authority reserves the right to reject any or all bids and to waive any informalities in the bidding. The rule for award will be based on the total contract price.

4. Payment:

Payment of all acceptable work performed will be made under appropriate items within the customary time period after the completion of the work.

5. Work Execution Requirements:

Unless otherwise specified, the contractor shall provide and pay for all materials, labor, water, tools, equipment, light, power, transportation and other facilities necessary for the execution and completion of the work. The contractor shall at all times enforce strict discipline and good order among his employees, and shall not employ any unfit person or anyone not skilled in the work assigned.

6. Protection:

The contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Town's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury or loss, except such as may be directly due to errors in the Contract Documents or causes by agents or employees of the Town, or due to causes beyond the contractor's control and not due to his fault or negligence. He shall adequately protect any adjacent property as provided by law and the Contract Documents. The contractor shall take all necessary precautions for the safety of employees and persons on, about or adjacent to the premises where the work is being performed.

7. Changes in Work:

The Town, without invalidation of the Contract, may order extra work or make changes by

altering, adding to or deducting from the work, the Contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change.

8. Extension of Time and Delays:

If the contractor should be delayed at any time in the progress of the work by any act or neglect of the Town or by any separate contractor employed by the Town or by labor disputes, fire, unusual delay in transportation, unavoidable casualties or any cause beyond the contractor's control, or by delay authorized by the Town pending arbitration, or by any cause which the Town shall decide to justify the delay, or by changes ordered in the work, then the time of completion shall be extended for such time as the Town may decide.

9. Correction of Work:

The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage or other work resulting there from, which shall appear within a period of one (1) year from the date of completion in accordance with the terms of any special guarantees provided in the Contract. The Town shall give notice of observed defects with reasonable promptness. All questions arising under this paragraph shall be decided by the Town, notwithstanding final payment.

10. Right of Town to do Work

If the Contractor should neglect to prosecute the work properly or fail to perform any provisions of the Contract, the Town, after three (3) days written notice to the Contractor, may without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

11. Right of Town to Terminate Contract:

If the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its solvency, or if it should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Town, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Town may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, terminate employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method it may deem expedient.

In such cases the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the work including compensation for additional architectural, managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Town.

12. Withholding of Payments:

The Town may withhold or, on account of subsequently discovered evidence, nullify the whole or

part of any payment to such extent as may be necessary in its opinion to protect the Town from loss on account of:

- A. Defective work not remedied;
- B. Claims filed or reasonable evidence indicating probable filing of claims;
- C. Failure of the Contractor to make payments properly to sub-contractors or for material or labor;
- D. A reasonable doubt that the Contract can be completed for the balance then unpaid; and
- E. Damage to another Contractor.

Withholding of payments shall be in strict compliance with statutory Requirements.

13. Clean-Up:

The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by his employees or work and at the completion of the work, it shall removal all its rubbish from and about the buildings and all its tools, scaffolding and surplus materials and shall leave the work "broom clean", or its equivalent, unless more exactly specified. In case of dispute, the Town may remove all rubbish and charge the cost to the several contractors as the Town shall determine to be just.

14. Contract Includes:

The Contractor shall furnish all materials and do all work (except specifically noted to the contrary) according to these specifications and the plans and instructions furnished by the Town, the work to include everything shown on plans and specifications and everything properly incidental thereto, subject to the provisions herein.

All bids for this project are subject to the provisions of both Massachusetts General Laws, Chapter 149, Sections 44A to 44L, and to the provisions of Massachusetts General Laws, Chapter 22, Section 13A as amended. Attention is directed to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of Massachusetts General Laws, M.G.L. chapter 149, sections 26 through 27D.

15. Sales Tax Exemption:

The Town of Grafton is exempt from the State Sales Tax under the Sales Act, Chapter 14 of the Acts of 1966 and all amendments thereto. Grafton's Tax Exempt No. is 046-001-159. All purchases of supplies and materials in relation to this work are therefore exempt. This should be considered when pricing this project.

16. Certifications

All Bidders are required to submit the following:

- Certificate of Non-Collusion – ATTACHMENT A
- Certificate of Tax Compliance – ATTACHMENT B

MUNICIPAL CENTER EXTERIOR
ACCESSIBILITY IMPROVEMENTS

TABLE OF CONTENTS FOR ARCHITECTURAL DRAWINGS & SPECIFICATIONS

DRAWINGS-Dated-03/08/19

- A1 EXISTING RAMP DEMO
- A2 NEW RAMP 1 – BASE BID
- A3 NEW RAMP 2 & STAIR – ALTERNATE 1
- A4 NEW SIDEWALK & STAIR – ALTERNATE 2
- A5 DETAILS & ADDITIONAL ALTERNATE 2 DETAILS

SPECIFICATIONS

- SECTION 024119 - SELECTIVE DEMOLITION
- SECTION 033000 CAST-IN-PLACE CONCRETE
- SECTION 055213 - TUBE RAILINGS
- SECTION 099600 - HIGH-PERFORMANCE COATINGS
- SECTION 312000 - EARTH MOVING
- SECTION 321216 - ASPHALT PAVING

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including town general and supplementary conditions, apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Demolition and removal of selected portions of wood and steel handicap ramps. indicated on drawings. Demolition and removal of concrete sidewalks and sidewalks. indicated on drawings.
 - 2. Demolition of railings indicated on drawings.
 - 3. Demolition of steel and stone steps indicated on drawings.
 - 4. Existing items to be recycled.
- B. Related Requirements:
 - 1. Section 312000 "Earth Moving"

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to be salvaged or reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, in a manner to prevent damage, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Leave existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.
- D. Dismantle: To remove by disassembling or detaching an item from a surface, using gentle methods and equipment to prevent damage to the item and surfaces; disposing of items unless indicated to be salvaged or reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.

1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

1.5 PREINSTALLATION MEETINGS

A. Predemolition Conference: Conduct conference at Project site.

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
5. Review areas where existing construction is to remain and requires protection.

1.6 INFORMATIONAL SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building managers and staff on-site operations are uninterrupted.
2. Interruption of utility services. Indicate how long utility services will be interrupted.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

1.7 FIELD CONDITIONS

- A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
- C. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- D. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- E. Utility Service: Maintain existing utilities and protect them against damage during selective demolition operations.

1.8 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials and using approved contractors so as not to void existing warranties. Notify warrantor before proceeding.
- B. Notify warrantor on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect. Submit documentation at Project closeout.

1.9 COORDINATION

- A. Arrange selective demolition schedule so as not to interfere with Owner's operations.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
 - 1. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.
 - 2. measurements, materials, and construction details required to make exact reproduction.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
 - 1. Owner will arrange to shut off services/systems when requested by Contractor.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

3.3 PROTECTION

- A. Temporary Protection: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
 - 1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.
 - 2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
 - 3. Protect walls, ceilings, floors, and other existing finish work that are exposed during selective demolition operations.
 - 4. Cover and protect furniture, furnishings, and equipment that have not been removed.
 - 5. Provide dust control measures.
- B. Temporary Shoring: Design, provide, and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
- C. Remove temporary barricades and protections where hazards no longer exist.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Proceed with selective demolition systematically, from higher to lower level portions of work.
 - 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping. Temporarily cover openings to remain.
 - 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 5. Maintain fire watch during and for at least 1 hour after flame-cutting operations.
 - 6. Maintain adequate ventilation when using cutting torches.
 - 7. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 - 8. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 - 9. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 10. Dispose of demolished items and materials promptly.

- B. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- C. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

3.5 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

- A. Concrete: Demolish in small sections. Using power-driven saw, cut concrete to a depth of at least 3/4 inch at junctures with construction to remain. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete. Neatly trim openings to dimensions indicated.
- B. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals using power-driven saw, and then remove concrete between saw cuts.
- C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

3.6 DEMOLITION BY MECHANICAL MEANS

- A. Proceed with demolition of structural framing members systematically, from higher to lower level.
- B. Below-Grade Construction: Demolish foundation walls and other below-grade construction.
 - 1. Remove below-grade construction, including foundation walls, and footings, completely.
- C. Existing Utilities: Inform Architect of existing utilities found during excavation and below grade demolition.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

- A. Remove demolition waste materials from Project site and dispose of them in an EPA-approved construction and demolition waste landfill acceptable to authorities having jurisdiction. Recycle or dispose of them accordingly.
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn demolished materials.

3.8 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by building demolition operations. Return adjacent areas to condition existing before building demolition operations began.
 - 1. Clean roadways of debris caused by debris transport.

END OF SECTION 024119

SECTION 033000 CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including town general and supplementary conditions, apply to this section.

1.2 SUMMARY

- A. Section includes cast-in-place concrete, including reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Requirements:
 - 1. Section 052313 "Tube Railings"
 - 2. Section 312000 "Earth Moving"

1.3 QUALITY ASSURANCE

- A. Ready-Mix-Concrete Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Design Mixtures: For each concrete mixture. Submit alternate design mixtures when characteristics of materials, Project conditions, weather, test results, or other circumstances warrant adjustments.
 - 1. Indicate amounts of mixing water to be withheld for later addition at Project site.
- C. Steel Reinforcement Shop Drawings: Placing Drawings that detail fabrication, bending, and placement. Include bar sizes, lengths, material, grade, bar schedules, stirrup spacing, bent bar diagrams, bar arrangement, splices and laps, mechanical connections, tie spacing, hoop spacing, and supports for concrete reinforcement.
- D. Construction Joint Layout: Indicate proposed construction joints required to construct the structure.
 - 1. Location of construction joints is subject to approval of the Architect.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer
- B. Welding certificates.
- C. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Cementitious materials.
 - 2. Admixtures.
 - 3. Form materials and form-release agents.
 - 4. Steel reinforcement and accessories.
 - 5. Fiber reinforcement.
 - 6. Waterstops.
 - 7. Curing compounds.
 - 8. Slab treatments.
 - 9. Bonding agents.
 - 10. Adhesives.
 - 11. Semirigid joint filler.
 - 12. Joint-filler strips.
 - 13. Repair materials.
- D. Material Test Reports: For the following, from a qualified testing agency:
 - 1. Aggregates: Include service record data indicating absence of deleterious expansion of concrete due to alkali aggregate reactivity.
- E. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer, detailing fabrication, assembly, and support of formwork.
 - 1. Shoring and Reshoring: Indicate proposed schedule and sequence of stripping formwork, shoring removal, and reshoring installation and removal.
- F. Floor surface flatness and levelness measurements indicating compliance with specified tolerances.
- G. Field quality-control reports.

PART 2 - PRODUCTS

2.1 CONCRETE, GENERAL

- A. Comply with the following sections of ACI 318 unless modified by requirements in the Contract Documents:
 - 1. "Formwork and Formwork Accessories."
 - 2. "Reinforcement and Reinforcement Supports."
 - 3. "Concrete Mixtures."
 - 4. "Handling, Placing, and Constructing."

2.2 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
 - 1. Exterior-grade plywood panels, suitable for concrete forms, complying with DOC PS 1, and as follows:
 - a. High-density overlay, Class 1 or better.
 - b. Medium-density overlay, Class 1 or better; mill-release agent treated and edge sealed.
 - c. Structural 1, B-B or better; mill oiled and edge sealed.
 - d. B-B (Concrete Form), Class 1 or better; mill oiled and edge sealed.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.
- C. Chamfer Strips: Wood, metal, PVC, or rubber strips, 3/4 by 3/4 inch.
- D. Form-Release Agent: Commercially formulated form-release agent that does not bond with, stain, or adversely affect concrete surfaces and does not impair subsequent treatments of concrete surfaces.
 - 1. Formulate form-release agent with rust inhibitor for steel form-facing materials.
- E. Form Ties: Factory-fabricated, removable or snap-off glass-fiber-reinforced plastic or metal form ties designed to resist lateral pressure of fresh concrete on forms and to prevent spalling of concrete on removal.
 - 1. Furnish ties that, when removed, leave holes no larger than 1 inch in diameter in concrete surface.

2.3 STEEL REINFORCEMENT

- A. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.

2.4 CONCRETE MATERIALS

- A. Source Limitations: Obtain each type or class of cementitious material of the same brand from the same manufacturer's plant, obtain aggregate from single source, and obtain admixtures from single source from single manufacturer.
- B. Cementitious Materials:
 - 1. Portland Cement: ASTM C 150, Type I or Type II
- C. Normal-Weight Aggregate: ASTM C 33 as specified.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: Certified by manufacturer to be compatible with other admixtures and that do not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.

1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
2. Retarding Admixture: ASTM C 494/C 494M, Type B.
3. Water-Reducing and Retarding Admixture: ASTM C 494, Type D.
4. High-Range, Water-Reducing Admixture: ASTM C 494, Type F.
5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494, Type G.
6. Plasticizing and Retarding Admixture: ASTM C 1017, Type II.

F. Water: ASTM C 94/C 94M and potable.

2.5 CONCRETE MIXTURES

- A. Comply with ACI 318.
- B. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 318.
 1. Use a qualified independent testing agency for preparing and reporting proposed mixture designs based on laboratory trial mixtures.

2.6 CONCRETE MIXTURES FOR BUILDING ELEMENTS

- A. Footings: Normal-weight concrete.
 1. Minimum Compressive Strength: 3000 psi at 28 days.
 2. Maximum W/C Ratio: 0.50
 3. Slump Limit: 4 inches for concrete with verified slump of 1 inches before adding high-range water-reducing admixture or plasticizing admixture
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1--inch nominal maximum aggregate size.
- B. Foundation Walls: Normal-weight concrete.
 1. Minimum Compressive Strength: 3500 psi at 28 days.
 2. Maximum W/C Ratio: 0.50.
 3. Slump Limit: 4 inches, plus or minus 1 inch.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
- C. Slabs-on-Grade: Normal-weight concrete.
 1. Minimum Compressive Strength: 4000 psi at 28 days.
 2. Maximum W/C Ratio: 0.50.
 3. Slump Limit: 4 inches plus or minus 1 inch.
 4. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch nominal maximum aggregate size.
 5. Synthetic Micro-Fiber: Uniformly disperse in concrete mixture at manufacturer's recommended rate, but not less than a rate of 1.5 lb/cu. yd.

2.7 REINFORCEMENT ACCESSORIES

- A. Joint Dowel Bars: ASTM A 615/A 615M, Grade 60, plain-steel bars, cut true to length with ends square and free of burrs.
- B. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded-wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice," of greater compressive strength than concrete and as follows:
 - 1. For concrete surfaces exposed to view, where legs of wire bar supports contact forms, use CRSI Class 1 plastic-protected steel wire or CRSI Class 2 stainless-steel bar supports.
 - 2. For epoxy-coated reinforcement, use epoxy-coated or other dielectric-polymer-coated wire bar supports.
 - 3. For zinc-coated reinforcement, use galvanized wire or dielectric-polymer-coated wire bar supports.

2.8 FIBER REINFORCEMENT

- A. Synthetic Micro-Fiber: Monofilament or fibrillated polypropylene micro-fibers engineered and designed for use in concrete, complying with ASTM C 1116/C 1116M, Type III, 1/2 to 1-1/2 inches long.

2.9 RELATED MATERIALS

- A. Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber, or ASTM D 1752, cork or self-expanding cork.

2.10 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- B. Water: Potable.
- C. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.

2.11 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116, and furnish batch ticket information.
 - 1. When air temperature is above 90 deg F, reduce mixing and delivery time to 60 minutes.
- B. Project-Site Mixing: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Mix concrete materials in appropriate drum-type batch machine mixer.

1. For mixer capacity of 1 cu. yd. or smaller, continue mixing at least 1-1/2 minutes, but not more than 5 minutes after ingredients are in mixer, before any part of batch is released.
2. For mixer capacity larger than 1 cu. yd., increase mixing time by 15 seconds for each additional 1 cu. yd. .
3. Provide batch ticket for each batch discharged and used in the Work, indicating Project identification name and number, date, mix type, mix time, quantity, and amount of water added. Record approximate location of final deposit in structure.

PART 3 - EXECUTION

3.1 FORMWORK INSTALLATION

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 318.
- C. Limit concrete surface irregularities, designated by ACI 347 as abrupt or gradual, as follows:
 1. Class A, 1/8 inch for smooth-formed finished surfaces.
 2. Class B, 1/4 inch for rough-formed finished surfaces.
- D. Construct forms tight enough to prevent loss of concrete mortar.
- E. Construct forms for easy removal without hammering or prying against concrete surfaces. Provide crush or wrecking plates where stripping may damage cast-concrete surfaces. Provide top forms for inclined surfaces steeper than 1.5 horizontal to 1 vertical.
 1. Install keyways, reglets, recesses, and the like, for easy removal.
 2. Do not use rust-stained steel form-facing material.
- F. Set edge forms, bulkheads, and intermediate screed strips for slabs to achieve required elevations and slopes in finished concrete surfaces. Provide and secure units to support screed strips; use strike-off templates or compacting-type screeds.
- G. Provide temporary openings for cleanouts and inspection ports where interior area of formwork is inaccessible. Close openings with panels tightly fitted to forms and securely braced to prevent loss of concrete mortar. Locate temporary openings in forms at inconspicuous locations.
- H. Chamfer exterior corners and edges of permanently exposed concrete.
- I. Form openings, chases, offsets, sinkages, keyways, reglets, blocking, screeds, and bulkheads required in the Work. Determine sizes and locations from trades providing such items.
- J. Clean forms and adjacent surfaces to receive concrete. Remove chips, wood, sawdust, dirt, and other debris just before placing concrete.
- K. Retighten forms and bracing before placing concrete, as required, to prevent mortar leaks and maintain proper alignment.

- L. Coat contact surfaces of forms with form-release agent, according to manufacturer's written instructions, before placing reinforcement.

3.2 EMBEDDED ITEM INSTALLATION

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.

3.3 REMOVING AND REUSING FORMS

- A. General: Formwork for sides of beams, walls, columns, and similar parts of the Work that does not support weight of concrete may be removed after cumulatively curing at not less than 50 deg F for 24 hours after placing concrete. Concrete has to be hard enough to not be damaged by form-removal operations, and curing and protection operations need to be maintained.
 - 1. Leave formwork for beam soffits, joists, slabs, and other structural elements that support weight of concrete in place until concrete has achieved at least 70 percent of its 28-day design compressive strength.
 - 2. Remove forms only if shores have been arranged to permit removal of forms without loosening or disturbing shores.
- B. Clean and repair surfaces of forms to be reused in the Work. Split, frayed, delaminated, or otherwise damaged form-facing material are not acceptable for exposed surfaces. Apply new form-release agent.
- C. When forms are reused, clean surfaces, remove fins and laitance, and tighten to close joints. Align and secure joints to avoid offsets. Do not use patched forms for exposed concrete surfaces unless approved by Architect.

3.4 STEEL REINFORCEMENT INSTALLATION

- A. Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.5 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of concrete thickness, as follows:
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch. Repeat grooving of contraction joints after applying surface finishes. Eliminate groover marks on concrete surfaces.

2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- wide joints into concrete when cutting action does not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Edging: After initial floating, tool edges of paving, gutters, curbs, and joints in concrete with an edging tool to a 1/4-inch 3/8-inch radius. Repeat tooling of edges after applying surface finishes.
- E. Do not add water to concrete during delivery, at Project site, or during placement.

3.6 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.7 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections exceeding 1/2 inch.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defective areas. Remove fins and other projections exceeding 1/4 inch.
 1. Apply to concrete surfaces exposed to public view.
 2. If retaining "Rubbed Finish" Paragraph below, retain "Smooth-Formed Finish" Paragraph above.
- C. Rubbed Finish: Apply the following rubbed finish, defined in ACI 318, to smooth-formed-finished as-cast concrete where indicated:
 1. Smooth-rubbed finish.
 2. Grout-cleaned finish.
 3. Cork-floated finish.
- D. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.8 FINISHING WALLS

- A. General: Comply with ACI 302.1R for screening, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel Finish: Apply a hard trowel finish to surfaces indicated and to floor and slab surfaces exposed to view or to be covered with resilient flooring, carpet, ceramic or quarry tile set over a cleavage membrane, paint, or another thin film-finish coating system.

3.9 FINISHING SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, restraightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Trowel and Fine-Broom Finish: Apply a first trowel finish to horizontal slab surfaces. While concrete is still plastic, slightly scarify surface with a fine broom perpendicular to main traffic route. Coordinate required final finish with Architect before application.
 - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.

3.10 MISCELLANEOUS CONCRETE ITEM INSTALLATION

- A. Filling In: Fill in holes and openings left in concrete structures after work of other trades is in place unless otherwise indicated. Mix, place, and cure concrete, as specified, to blend with in-place construction. Provide other miscellaneous concrete filling indicated or required to complete the Work.
- B. Curbs: Provide monolithic finish to interior curbs by stripping forms while concrete is still green and by steel-troweling surfaces to a hard, dense finish with corners, intersections, and terminations slightly rounded.

3.11 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and with ACI 318 for hot-weather protection during curing.
- B. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- D. Curing Methods: Cure formed and unformed concrete for at least seven days by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days with the following materials:

- a. Water.
 - b. Continuous water-fog spray.
 - c. Absorptive cover, water saturated, and kept continuously wet. Cover concrete surfaces and edges with 12-inch lap over adjacent absorptive covers.
2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches, and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period, using cover material and waterproof tape.
 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.12 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
- B. Patching Mortar: Mix dry-pack patching mortar, consisting of 1 part portland cement to 2-1/2 parts fine aggregate passing a No. 16 sieve, using only enough water for handling and placing.
- C. Repairing Formed Surfaces: Surface defects include color and texture irregularities, cracks, spalls, air bubbles, honeycombs, rock pockets, fins and other projections on the surface, and stains and other discolorations that cannot be removed by cleaning.
 1. Immediately after form removal, cut out honeycombs, rock pockets, and voids more than 1/2 inch in any dimension to solid concrete. Limit cut depth to 1/4 inch. Make edges of cuts perpendicular to concrete surface. Clean, dampen with water, and brush-coat holes and voids with bonding agent. Fill and compact with patching mortar before bonding agent has dried. Fill form-tie voids with patching mortar or cone plugs secured in place with bonding agent.
 2. Repair defects on surfaces exposed to view by blending white portland cement and standard portland cement so that, when dry, patching mortar matches surrounding color. Patch a test area at inconspicuous locations to verify mixture and color match before proceeding with patching. Compact mortar in place and strike off slightly higher than surrounding surface.
 3. Repair defects on concealed formed surfaces that affect concrete's durability and structural performance as determined by Architect.
- D. Repairing Unformed Surfaces: Test unformed surfaces, such as floors and slabs, for finish and verify surface tolerances specified for each surface. Correct low and high areas. Test surfaces sloped to drain for trueness of slope and smoothness; use a sloped template.
 1. Repair finished surfaces containing defects. Surface defects include spalls, popouts, honeycombs, rock pockets, crazing and cracks in excess of 0.01 inch wide or that

- penetrate to reinforcement or completely through unreinforced sections regardless of width, and other objectionable conditions.
2. After concrete has cured at least 14 days, correct high areas by grinding.
 3. Correct localized low areas during or immediately after completing surface finishing operations by cutting out low areas and replacing with patching mortar. Finish repaired areas to blend into adjacent concrete.
 4. Correct other low areas scheduled to receive floor coverings with a repair underlayment. Prepare, mix, and apply repair underlayment and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface. Feather edges to match adjacent floor elevations.
 5. Correct other low areas scheduled to remain exposed with a repair topping. Cut out low areas to ensure a minimum repair topping depth of 1/4 inch to match adjacent floor elevations. Prepare, mix, and apply repair topping and primer according to manufacturer's written instructions to produce a smooth, uniform, plane, and level surface.
 6. Repair defective areas, except random cracks and single holes 1 inch or less in diameter, by cutting out and replacing with fresh concrete. Remove defective areas with clean, square cuts and expose steel reinforcement with at least a 3/4-inch clearance all around. Dampen concrete surfaces in contact with patching concrete and apply bonding agent. Mix patching concrete of same materials and mixture as original concrete, except without coarse aggregate. Place, compact, and finish to blend with adjacent finished concrete. Cure in same manner as adjacent concrete.
 7. Repair random cracks and single holes 1 inch or less in diameter with patching mortar. Groove top of cracks and cut out holes to sound concrete and clean off dust, dirt, and loose particles. Dampen cleaned concrete surfaces and apply bonding agent. Place patching mortar before bonding agent has dried. Compact patching mortar and finish to match adjacent concrete. Keep patched area continuously moist for at least 72 hours.
- E. Perform structural repairs of concrete, subject to Architect's approval, using epoxy adhesive and patching mortar.
- F. Repair materials and installation not specified above may be used, subject to Architect's approval.

3.13 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will initially engage qualified testing agency to perform tests and inspections, coordinated time of pour with testing agency.
- B. Tests: Perform according to ACI 301.
1. Testing Frequency: Obtain one composite sample for each day's pour of each concrete mixture exceeding 12 cu. yd., plus one set for each additional 25 cu. yd. or fraction thereof.
 2. Provide Compression Testing. "Slump test not required,,

END OF SECTION 033053

SECTION 055213 - TUBE RAILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including town general and supplementary conditions, apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Steel tube post, railings and support brackets.
- B. Related Requirements:
 - 1. Section 055112 "Miscellaneous Cast-In-Place Concrete" for coring.

1.3 COORDINATION

- A. Coordinate selection of shop primers with topcoats to be applied over them. Comply with paint and coating manufacturers' written recommendations to ensure that shop primers and topcoats are compatible with one another.
- B. Coordinate installation of anchorages for railings. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- C. Schedule installation so wall attachments are made only to completed walls. Do not support railings temporarily by any means that do not satisfy structural performance requirements.

1.4 ACTION SUBMITTALS

- A. Product Data: For the following:
 - 1. Grout, anchoring cement, and paint products.
- B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.
- C. Samples: For each type of exposed finish required.
 - 1. Sections of each distinctly different linear railing member, including handrails, top rails, posts, and balusters, including finish.
 - 2. Fittings and brackets.

3. Assembled Sample of railing system, made from full-size components, including top rail, post, handrail, and infill. Sample need not be full height.
 - a. Show method of connecting and finishing members at intersections.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For testing agency.
- B. Welding certificates.
- C. Mill Certificates: Signed by manufacturers of stainless-steel products certifying that products furnished comply with requirements.
- D. Paint Compatibility Certificates: From manufacturers of topcoats applied over shop primers certifying that shop primers are compatible with topcoats.
- E. Product Test Reports: For pipe and tube railings, for tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.
- F. Evaluation Reports: For post-installed anchors, from ICC-ES.

1.6 QUALITY ASSURANCE

- A. Welding Qualifications: Qualify procedures and personnel according to the following:
 1. AWS D1.1/D1.1M, "Structural Welding Code - Steel."

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

1.8 FIELD CONDITIONS

- A. Field Measurements: Verify actual locations of walls and other construction contiguous with metal fabrications by field measurements before fabrication.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Source Limitations: Obtain each type of railing from single source from single manufacturer.

2.2 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer to design railings, including attachment to building construction.
- B. Structural Performance: Railings, including attachment to building construction, shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:
 - 1. Handrails:
 - a. Uniform load of 50 lbf/ ft. applied in any direction.
 - b. Concentrated load of 200 lbf applied in any direction.
 - c. Uniform and concentrated loads need not be assumed to act concurrently.
- C. Thermal Movements: Allow for thermal movements from ambient and surface temperature changes.
 - 1. Temperature Change: 120 deg F ambient; 180 deg F material surfaces.

2.3 METALS, GENERAL

- A. Metal Surfaces, General: Provide materials with smooth surfaces, without seam marks, roller marks, rolled trade names, stains, discolorations, or blemishes.
- B. Brackets: Bent $\frac{1}{2}$ inch bar and welded metal of same type of material and finish as supported rails unless otherwise indicated.
 - 1. Provide with clearances noted on drawings, ensure 1-1/2-inch minimum clearances are met from inside face of handrail to finished wall surface or connected post.

2.4 STEEL

- A. Tube: ASTM A36 Grade A, Standard Weight (1 $\frac{1}{2}$ inch outside diameter: Schedule 40 Railing/Schedule 80 Post), unless another grade and weight are required by structural loads.
- A. Bars: ASTM A 36 $\frac{1}{2}$ inch, unless another grade and weight are required by structural loads.

2.5 FASTENERS

- A. General: Provide the following: As needed, Consultant with architect and indicate in shop drawings for locations. Fasteners to be in stainless steel.

2.6 MISCELLANEOUS MATERIALS

- A. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
 - 1. For steel railings, provide type and alloy as recommended by producer of metal to be welded and as required for color match, strength, and compatibility in fabricated items.
- B. Shop Primers: Provide primers that comply with Section 099600 "High-Performance Coatings."
- C. Intermediate Coats and Topcoats: Provide products that comply with Section 099600 "High-Performance Coatings."
- D. Nonshrink, Nonmetallic Grout: Factory-packaged, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107/C 1107M. Provide grout specifically recommended by manufacturer for exterior applications.
 - 1. Water-Resistant Product: At exterior locations provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating and that is recommended by manufacturer for exterior use.

2.7 FABRICATION

- A. General: Fabricate railings to comply with requirements indicated for design, dimensions, member sizes and spacing, details, finish, and anchorage, but not less than that required to support structural loads.
- B. Shop weld railings to greatest extent possible to minimize field splicing and assembly. Disassemble units only as necessary for shipping and handling limitations. Clearly mark units for reassembly and coordinated installation. Use connections that maintain structural value of joined pieces.
- C. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- D. Form work true to line and level with accurate angles and surfaces.
- E. Fabricate connections that are exposed to weather in a manner that excludes water. Provide weep holes where water may accumulate.
- F. Cut, reinforce, drill, and tap as indicated to receive finish hardware, screws, and similar items.
- G. Connections: Fabricate railings with welded connections unless otherwise indicated.
- H. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.

2. Obtain fusion without undercut or overlap.
 3. Remove flux immediately.
 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- I. Form Changes in Direction as Follows:
1. As detailed.
 2. By flush welded bends
- J. For changes in direction made by bending, use jigs to produce uniform curvature for each repetitive configuration required. Maintain cross section of member throughout entire bend without buckling, twisting, cracking, or otherwise deforming exposed surfaces of components.
- K. Close exposed ends of railing members with prefabricated end fittings.
- L. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated. Close ends of returns unless clearance between end of rail and wall is 1/4 inch or less.
- M. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
- N. Provide inserts and other anchorage devices for connecting railings to concrete or masonry work. Fabricate anchorage devices capable of withstanding loads imposed by railings. Coordinate anchorage devices with supporting structure.
- O. For railing posts set in concrete, weld stainless-steel sleeves not less than 6 inches long with inside dimensions tight outside dimensions of post, with metal plate forming bottom closure.

2.8 STEEL FINISHES

- A. For nongalvanized-steel railings, provide nongalvanized ferrous-metal fittings, brackets, fasteners, and sleeves; however, galvanize anchors to be embedded in exterior concrete or masonry.
- B. Preparation for Shop Priming: Prepare uncoated ferrous-metal surfaces to comply with SSPC-SP 6/NACE No. 3, "Commercial Blast Cleaning," or SSPC-SP 3, "Power Tool Cleaning."
- I. Railings Indicated to Receive Primers Specified in Section 099600 "High-Performance"
- C. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Shop, Field, and Maintenance Painting of Steel," for shop painting. Primer need not be applied to surfaces to be embedded in concrete or masonry.
- I. Shop prime uncoated railings with primers specified in Section 099600 "High-Performance Coatings" as indicated.
- D. Shop or Field Painted Finish: Comply with Section 099600 "High-Performance Coatings."

1. Color: Black

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine plaster and gypsum board assemblies, where reinforced to receive anchors, to verify that locations of concealed reinforcements are clearly marked for Installer. Locate reinforcements and mark locations if not already done.

3.2 INSTALLATION, GENERAL

- A. Fit exposed connections together to form tight, hairline joints.
- B. Perform cutting, drilling, and fitting required for installing railings. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 1. Do not weld, cut, or abrade surfaces of railing components that are coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 2. Set posts plumb within a tolerance of 1/4 inch in 50 feet .
 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/16 inch in 50 feet.
- C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.
 1. Coat, with a heavy coat of bituminous paint, concealed surfaces of aluminum that are in contact with grout, concrete, masonry, wood, or dissimilar metals.
- D. Adjust railings before anchoring to ensure matching alignment at abutting joints.
- E. Fastening to In-Place Construction: grout and epoxy at locations indicated.

3.3 RAILING CONNECTIONS

- A. Welded Connections: Use fully welded joints for permanently connecting railing components. Comply with requirements for welded connections in "Fabrication" Article whether welding is performed in the shop or in the field.

3.4 ANCHORING POSTS

- A. Anchor post to concrete with welded round flanges, embed into concrete with stainless steel bolts as detailed in the drawings.
- B. Locate brackets and post as indicated or, if not indicated, at spacing required to support structural loads.

3.5 ATTACHING RAILINGS

- A. Shop weld railing to post, anchor as indicated on drawings.
- B. Attach railings to wall with wall brackets. Locate brackets as indicated or, if not indicated, at spacing required to support structural loads.
- C. Anchor railing with welded round flanges, embed into masonry wall construction as detailed in the drawings.

3.6 ADJUSTING AND CLEANING

- A. Clean steel by washing thoroughly with clean water and soap and rinsing with clean water.
- B. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 requirements for touching up shop-painted surfaces.
 - I. Apply by brush or spray to provide a minimum 2.0-mil dry film thickness.
- C. Touchup Painting: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint are specified in "High-Performance Coatings. "Section 099600.

3.7 PROTECTION

- A. Protect finishes of railings from damage during construction period with temporary protective coverings approved by railing manufacturer. Remove protective coverings at time of Substantial Completion.

END OF SECTION 055213

SECTION 099600 - HIGH-PERFORMANCE COATINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including town general and supplementary conditions, apply to this section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of high-performance coating systems on the following substrates:
 - 1. Exterior Substrates:
 - a. Steel Tube Railings and mounting brackets.
- B. Related Requirements:
 - 1. Section 055213 "Tube Railings" for shop pipe and tube railings with coatings specified in this Section.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
 - 1. Include printout of current "MPI Approved Products List" for each product category specified, with the proposed product highlighted.
 - 2. Indicate VOC content.
 - 3. High-Build System Compliant with ASTM D2485 Heat Dry, ASTM D522 Flexibility-method B, ASTM d3363 pencil hardness-8mil min. ASTM D870 Water Resistance.
- B. Samples for Initial Selection: For each type of topcoat product indicated.
- C. Samples for Verification: For each type of coating system and each color and gloss of topcoat indicated.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Apply coats on Samples in steps to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: Cross-reference to coating system and locations of application areas. Use same designations indicated on Drawings and in schedules. Include color designations.

1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials from the same product run that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Coatings: 10 percent, but not less than 1 gal. of each material and color applied.

1.5 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each coating system indicated to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each coating system.
 - a. Steel Piping: Provide samples of at least 5 linear feet.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.7 FIELD CONDITIONS

- A. Apply coatings only when temperature of surfaces to be coated and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply coatings when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.
- C. Do not apply exterior coatings in snow, rain, fog, or mist.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Sherwin-Williams- Basis of Design. Industrial Enamel HS for Finish Coat /Pro Industrial Pro-Cryl Primer for primer-
- B. Benjamin Moore- Approved Equal. Rust Scat for Finish Coats/Rime Lock for Primer.
- C. Products: Subject to compliance with requirements, provide one of the products listed in the Exterior High-Performance Coating Schedule or Interior High-Performance Coating Schedule for the coating category indicated.

2.2 HIGH-PERFORMANCE COATINGS, GENERAL

- A. Material Compatibility:
 - 1. Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
 - 2. For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.
 - 3. Products shall be of same manufacturer for each coat in a coating system.
- B. Color: Black

2.3 SOURCE QUALITY CONTROL

- A. Testing of Coating Materials: Owner reserves the right to invoke the following procedure:
 - 1. Owner will engage the services of a qualified testing agency to sample coating materials. Contractor will be notified in advance and may be present when samples are taken. If coating materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
 - 2. Testing agency will perform tests for compliance with product requirements.
 - 3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove noncomplying coating materials from Project site, pay for testing, and recoat surfaces coated with rejected materials. Contractor will be required to remove rejected materials from previously coated surfaces if, on recoating with complying materials, the two coatings are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
- B. Verify suitability of substrates, including surface conditions and compatibility, with existing finishes and primers.
- C. Proceed with coating application only after unsatisfactory conditions have been corrected.
 - 1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and coating systems indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
 - 1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of coatings, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
- D. Steel Substrates: Remove rust, loose mill scale, and shop primer if any. Clean using methods recommended in writing by paint manufacturer. but not less than the following:
 - 1. SSPC-SP 7/NACE No. 4.
 - 2. SSPC-SP 11.
 - 3. SSPC-SP 6/NACE No. 3.
 - 4. SSPC-SP 10/NACE No. 2.
 - 5. SSPC-SP 5/NACE No. 1.

3.3 APPLICATION

- A. Apply high-performance coatings according to manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual."
 - 1. Use applicators and techniques suited for coating and substrate indicated.
- B. If undercoats or other conditions show through final coat, apply additional coats until cured film has a uniform coating finish, color, and appearance.

- C. Apply coatings to produce surface films without cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections. Produce sharp glass lines and color breaks.

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test coatings for dry film thickness.
 - 1. Contractor shall touch up and restore coated surfaces damaged by testing.
 - 2. If test results show that dry film thickness of applied coating does not comply with coating manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with coating manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing coating application, clean spattered surfaces. Remove spattered coatings by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from coating operation. Correct damage to work of other trades by cleaning, repairing, replacing, and recoating, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced coated surfaces.

3.6 EXTERIOR HIGH-PERFORMANCE COATING SCHEDULE

- A. Steel Substrates: High-Build System:
 - a. Prime Coat: Primer, , anti-corrosive, for metal
 - 1) Sherwin Williams: Pro Industrial Pro-Cryl Primer.
 - b. Intermediate Coat: High-build, matching topcoat.
 - Sherwin Williams": Industrial Enamel HS.
 - c. Topcoat: High-build epoxy, high gloss
 - Sherwin Williams": Industrial Enamel HS.

END OF SECTION 099600

SECTION 312000 - EARTH MOVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including town general and supplementary conditions, apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Excavating and filling for rough grading the Site.
 - 2. Preparing subgrades for grasses.
 - 3. Excavating and backfilling for buildings and structures.
 - 4. Subbase course for concrete sidewalks asphalt pavements.
- B. Related Requirements:
 - 1. Section 033000 "Cast-in-Place Concrete

1.3 DEFINITIONS

- A. Backfill: Soil material or controlled low-strength material used to fill an excavation.
 - 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
 - 2. Final Backfill: Backfill placed over initial backfill to fill a trench.
- B. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.
- C. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.
- D. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.
- E. Drainage Course: Aggregate layer supporting the slab-on-grade that also minimizes upward capillary flow of pore water.
- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.
 - 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation

and replacement material will be paid for according to Contract provisions for unit prices changes in the Work.

2. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

G. Fill: Soil materials used to raise existing grades.

H. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material that exceed 1 cu. yd. for bulk excavation or 3/4 cu. yd. for footing, trench, and pit excavation that cannot be removed by rock-excavating equipment equivalent to the following in size and performance ratings, without systematic drilling, ram hammering, ripping, or blasting, when permitted:

1. Equipment for Footing, Trench, and Pit Excavation: Late-model, track-mounted hydraulic excavator; equipped with a 42-inch- maximum-width, short-tip-radius rock bucket; rated at not less than 138-hp flywheel power with bucket-curling force of not less than 28,700 lbf and stick-crowd force of not less than 18,400 lbf (with extra-long reach boom).
2. Equipment for Bulk Excavation: Late-model, track-mounted loader; rated at not less than 230-hp flywheel power and developing a minimum of 47,992-lbf breakout force with a general-purpose bare bucket.

I. Rock: Rock material in beds, ledges, unstratified masses, conglomerate deposits, and boulders of rock material 3/4 cu. yd. or more in volume that exceed a standard penetration resistance of 100 blows/2 inches when tested by a geotechnical testing agency, according to ASTM D 1586.

J. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

K. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement, or aggregate layer placed between the subgrade and a cement concrete pavement or a cement concrete or hot-mix asphalt walk.

L. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.

M. Utilities: On-site underground pipes, conduits, ducts, and cables as well as underground services within buildings.

1.4 INFORMATIONAL SUBMITTALS

A. Qualification Data: For qualified testing agency.

B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:

1. Classification according to ASTM D 2487.
2. Laboratory compaction curve according to ASTM D 1557.

1.5 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth-moving operations.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Improvements on Adjoining Property: Authority for performing earth moving indicated on property adjoining Owner's property will be obtained by Owner before award of Contract.
 - 1. Do not proceed with work on adjoining property until directed by Architect.
- C. Utility Locator Service: Notify "Dig Safe,, 1-888-DIG-SAFE for area where Project is located before beginning earth-moving operations.
- D. Do not commence earth-moving operations until temporary site fencing and erosion- and sedimentation-control measures are in place.
- E. Do not commence earth-moving operations until plant-protection measures are in place.
- F. The following practices are prohibited within protection zones:
 - 1. Storage of construction materials, debris, or excavated material.
 - 2. Parking vehicles or equipment.
 - 3. Foot traffic.
 - 4. Erection of sheds or structures.
 - 5. Impoundment of water.
 - 6. Excavation or other digging unless otherwise indicated.
 - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- G. Do not direct vehicle or equipment exhaust towards protection zones.
- H. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.
- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487 or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.

- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487 or a combination of these groups.
 - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 294/D 2940M 0; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940/D 2940M; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of washed crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and zero to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and zero to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33/C 33M; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.

2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of 6 inches wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
 - 1. Red: Electric.
 - 2. Yellow: Gas, oil, steam, and dangerous materials.
 - 3. Orange: Telephone and other communications.
 - 4. Blue: Water systems.
 - 5. Green: Sewer systems.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth-moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth-moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
 - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

3.3 EXPLOSIVES

- A. Explosives: Do not use explosives.

3.4 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
 - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
 - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
 - a. 24 inches outside of concrete forms other than at footings.
 - b. 12 inches outside of concrete forms at footings.
 - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
 - d. Outside dimensions of concrete walls indicated to be cast against rock without forms or exterior waterproofing treatments.
 - e. 6 inches beneath bottom of concrete slabs-on-grade.

- f. 6 inches beneath pipe in trenches and the greater of 24 inches than pipe or 42 inches wide.

3.5 EXCAVATION FOR STRUCTURES

- A. Excavate to indicated elevations and dimensions within a tolerance of plus or minus 1 inch. If applicable, extend excavations a sufficient distance from structures for placing and removing concrete formwork, for installing services and other construction, and for inspections.
 - 1. Excavations for Footings and Foundations: Do not disturb bottom of excavation. Excavate by hand to final grade just before placing concrete reinforcement. Trim bottoms to required lines and grades to leave solid base to receive other work.

3.6 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.
- C. Identify subgrade soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- E. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

3.7 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
 - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

3.8 TREE AND PLANT PROTECTION

- A. Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."

Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations according to requirements in Section 015639 "Temporary Tree and Plant Protection"

3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
 - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, waterproofing, and perimeter insulation.
 - 2. Surveying locations of underground utilities for Record Documents.
 - 3. Testing and inspecting underground utilities.
 - 4. Removing concrete formwork.
 - 5. Removing trash and debris.
 - 6. Removing temporary shoring, bracing, and sheeting.
 - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

3.11 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
 - 1. Under grass and planted areas, use satisfactory soil material.
 - 2. Under walks and pavements, use satisfactory soil material.
 - 3. Under steps and ramps, use engineered fill.
 - 4. Under footings and foundations, use engineered fill.
- C. Place soil fill on subgrades free of mud, frost, snow, or ice.

3.12 SOIL MOISTURE CONTROL

- A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.
 - 1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.

2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

3.13 COMPACTION OF SOIL BACKFILLS AND FILLS

- A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- B. Place backfill and fill soil materials evenly on all sides of structures to required elevations and uniformly along the full length of each structure.
- C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:
 1. Under structures, building slabs, steps, and pavements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.
 2. Under walkways, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 92 percent.
 3. Under turf or unpaved areas, scarify and recompact top 6 inches below subgrade and compact each layer of backfill or fill soil material at 85 percent.

3.14 GRADING

- A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.
 1. Provide a smooth transition between adjacent existing grades and new grades.
 2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.
- B. Site Rough Grading: Where possible slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to elevations required to achieve indicated finish elevations, within the following subgrade tolerances:
 1. Turf or Unpaved Areas: Plus or minus 1 inch.
 2. Walks: Plus or minus 1 inch.
 3. Pavements: Plus or minus 1/2 inch.
- C. Grading inside Building Lines: Finish subgrade to a tolerance of 1/2 inch when tested with a 10-foot straightedge.

3.15 SUBBASE AND BASE COURSES UNDERS PAVEMENTS AND WALKS

- A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

- B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:
 - 1. Place base course material over subbase course under hot-mix asphalt pavement.
 - 2. Shape subbase course and base course to required crown elevations and cross-slope grades.
 - 3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
 - 4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
 - 5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

3.16 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
 - 1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
 - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.
- B. Transport surplus satisfactory soil to designated storage areas on Owner's property. Stockpile or spread soil as directed by Architect.
 - 1. Remove waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including town general and supplementary conditions, apply to this section.

1.2 SUMMARY

- A. Section Includes:
 - 1. Hot-mix asphalt patching.
 - 2. Hot-mix asphalt paving.
 - 3. Asphalt surface treatments.
- B. Related Requirements:
 - 1. Section 024119 "Selective Demolition" for demolition and removal of existing asphalt pavement.
 - 2. Section 312000 "Earth Moving" aggregate subbase and base courses,

1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.
 - 1. Review methods and procedures related to hot-mix asphalt paving including, but not limited to, the following:
 - a. Review proposed sources of paving materials, including capabilities and location of plant that will manufacture hot-mix asphalt.
 - b. Review requirements for protecting paving work, including restriction of traffic during installation period and for remainder of construction period.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
 - 1. Include technical data and tested physical and performance properties.
 - 2. Job-Mix Designs: For each job mix proposed for the Work.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For manufacturer and testing agency.

- B. Material Certificates: For each paving material. Include statement that mixes containing recycled materials will perform equal to mixes produced from all new materials.
- C. Field quality-control reports.

1.6 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the MassDOT of state in which Project is located.
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of Massachusetts Department of Public Works Specification for Highways and Bridges for asphalt paving work.

1.7 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:
 - 1. Prime Coat: Minimum surface temperature of 60 deg F.
 - 2. Tack Coat: Minimum surface temperature of 60 deg F.
 - 3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
 - 4. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
 - 5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: Comply with section M3.11.04A of MassDot Standards.
- C. Fine Aggregate: Comply with section M3.11.04B of MassDot Standards.
- D. Mineral Filler: Comply with section M3.11.05 of MassDot Standards.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320 binder designation PG 64-22.
- B. Asphalt Cement: Comply with section M3.01.0 of MassDot Standards..

- C. Emulsified Asphalt Prime Coat: emulsified asphalt, or cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- D. Tack Coat: AASHTO M 140 emulsified asphalt, or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- E. Water: Potable.
- F. Undersealing Asphalt: ASTM D 3141 pumping consistency.

2.3 AUXILIARY MATERIALS

- A. Recycled Materials for Hot-Mix Asphalt Mixes: Reclaimed asphalt pavement; reclaimed, unbound-aggregate base material; equal to performance of required hot-mix asphalt paving produced from all new materials.
- B. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- C. Paving Geotextile: AASHTO M 288 paving fabric; nonwoven polypropylene; resistant to chemical attack, rot, and mildew; and specifically designed for paving applications.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes and complying with the following requirements:
 - I. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
- B. Emulsified-Asphalt Slurry: ASTM D 3910, Type I.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proceed with paving only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Protection: Provide protective materials, procedures, and worker training to prevent asphalt materials from spilling, coating, or building up on curbs, driveway aprons, manholes, and other surfaces adjacent to the Work.

- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
 - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
 - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
 - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.

3.3 INSTALLATION

- A. Apply tack coat uniformly to existing pavement surfaces at a rate of 0.20 to 0.30 gal./sq. yd.
- B. Place paving geotextile promptly according to manufacturer's written instructions. Broom or roll geotextile smooth and free of wrinkles and folds. Overlap longitudinal joints 4 inches and transverse joints 6 inches.
- C. Protect paving geotextile from traffic and other damage, and place hot-mix asphalt overlay the same day.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Place hot-mix asphalt base course in number of lifts and thicknesses indicated.
 - 2. Place hot-mix asphalt surface course in single lift.
 - 3. Spread mix at a minimum temperature of 250 deg F.
 - 4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
 - 5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
 - 1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
 - 2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches.
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
 - 5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
 - 6. Compact asphalt at joints to a density within 2 percent of specified course density.

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F.
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 96 percent of reference laboratory density according to AASHTO T 245, but not less than 94 percent or greater than 100 percent.
 - 2. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041/D 2041M, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch

3.8 SURFACE TREATMENTS

- A. Slurry Seals: Apply slurry coat in a uniform thickness according to ASTM D 3910 and allow to cure.
 - 1. Roll slurry seal to remove ridges and provide a uniform, smooth surface.

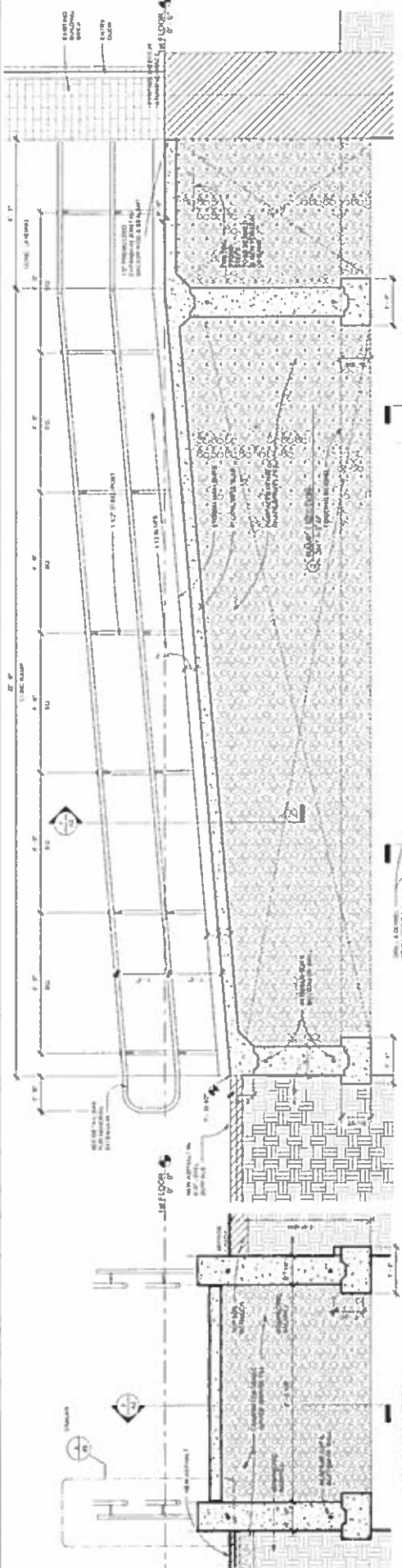
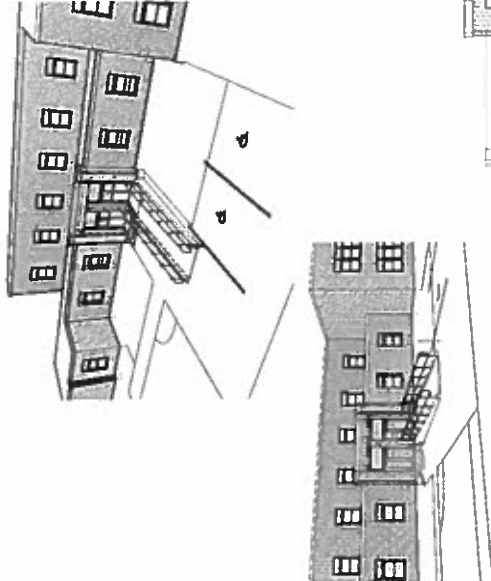
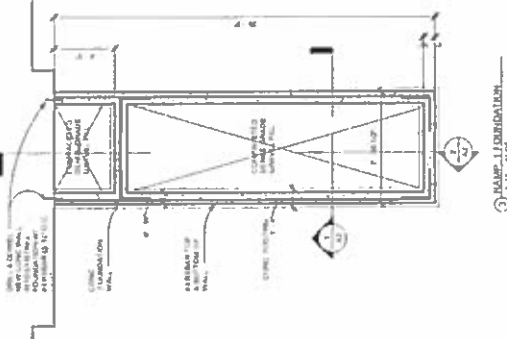
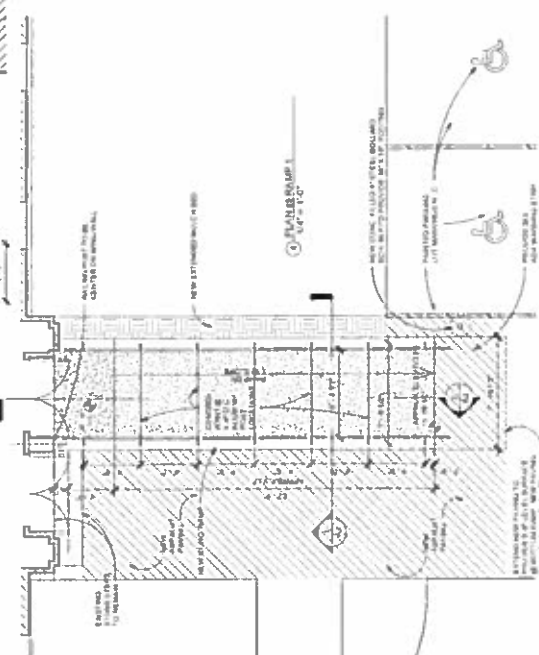
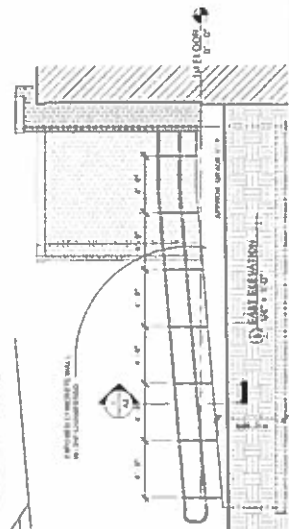
3.9 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

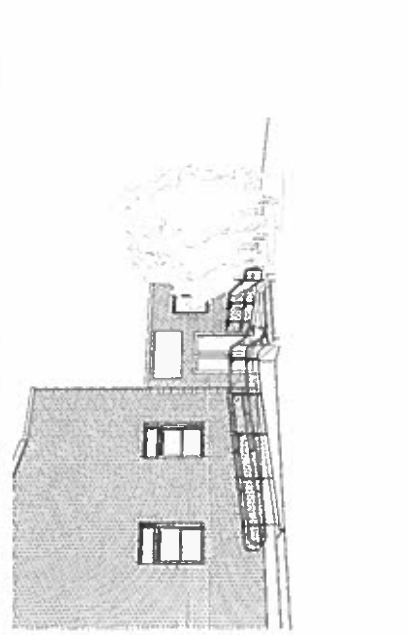
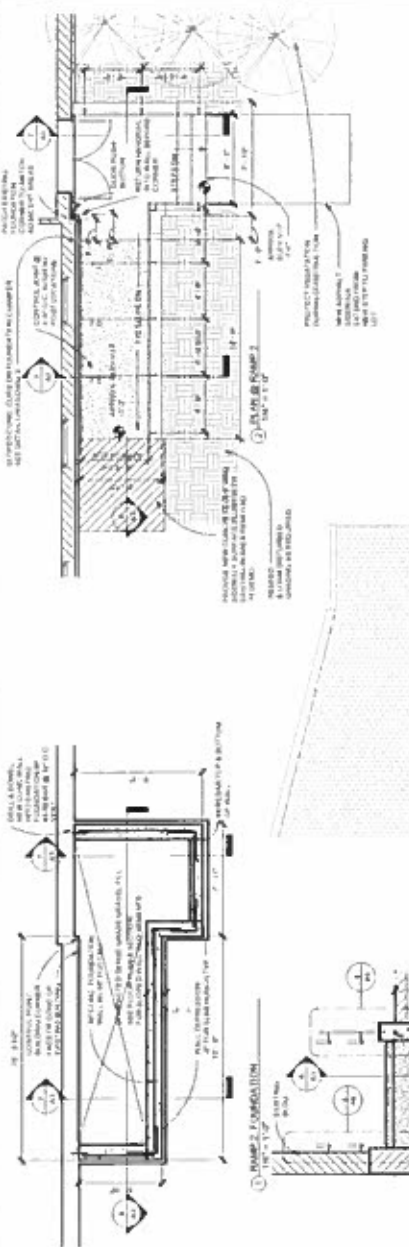
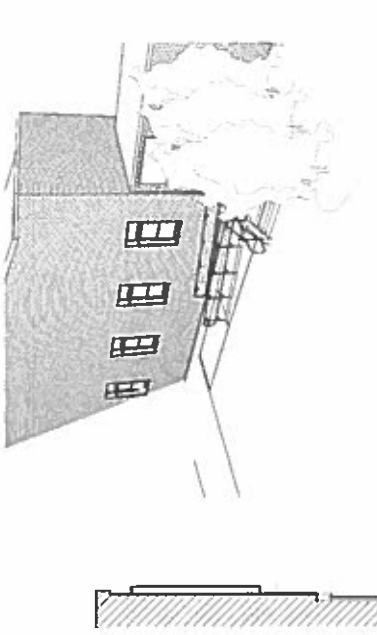
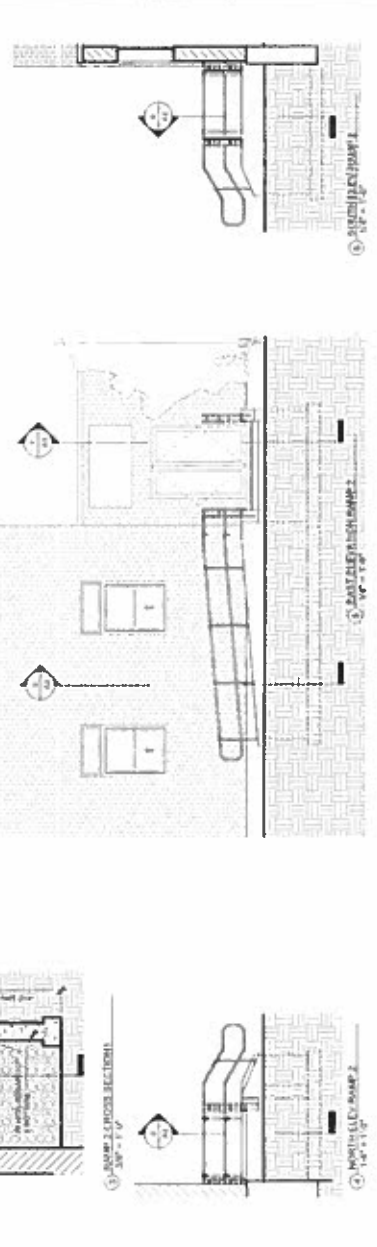
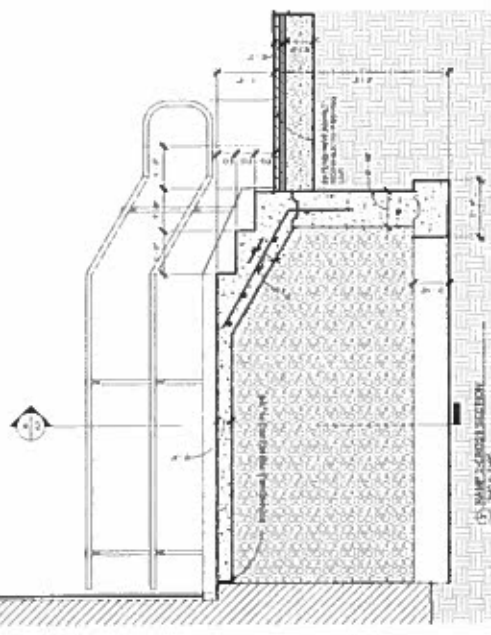
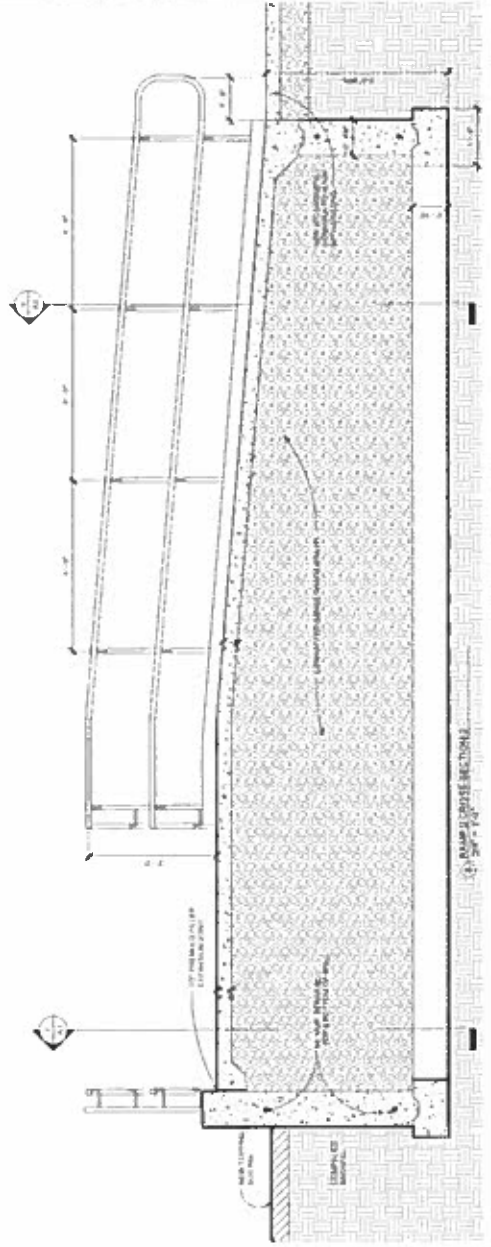


PROJECT DRAWING LISTS



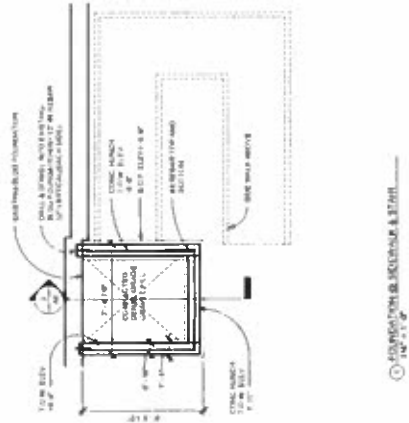
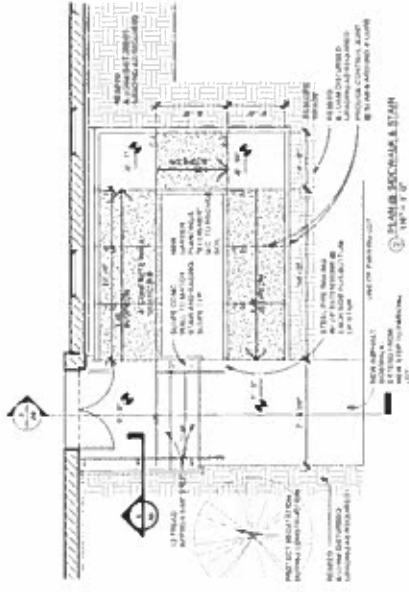
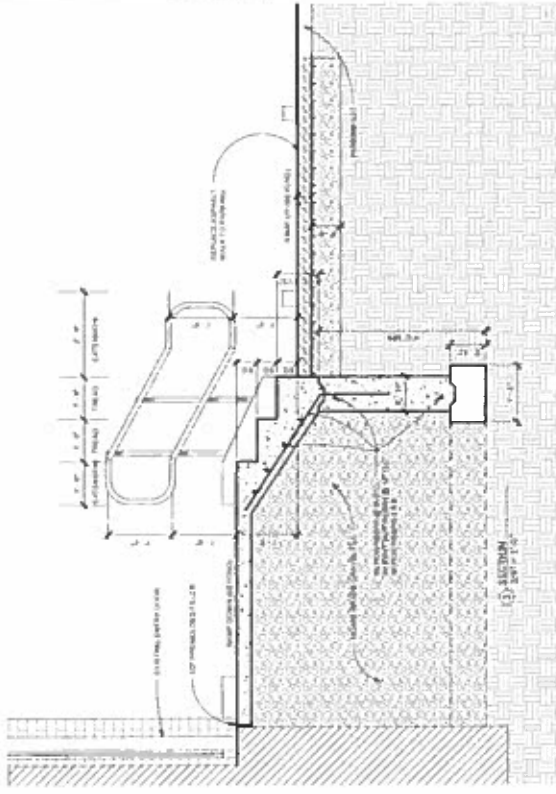
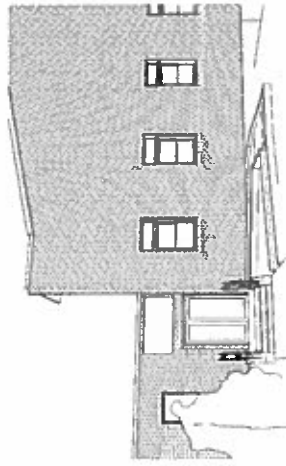
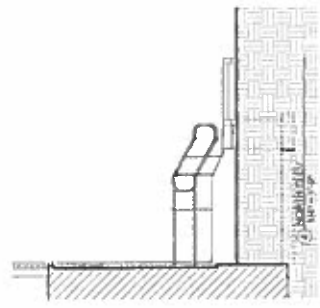
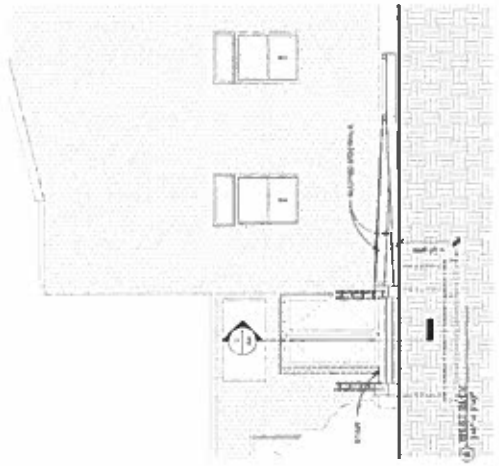
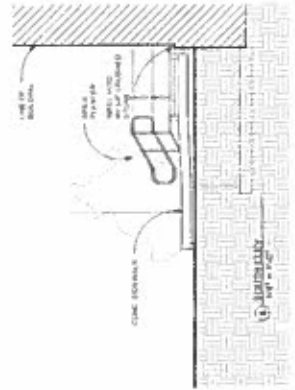
MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS
30 PROVIDENCE ROAD SUITATION, MA 01919
NEW RAMP 2 & STAIR - ALTERNATE 1

CHRS. ADDOCK ARCHITECTS, INC.
111 WASHINGTON ST., SUITE 200, BOSTON, MA 02109
TEL: 617.552.1234 FAX: 617.552.1235
WWW.CHRSADDOCKARCHITECTS.COM



MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS
30 PROVIDENCE ROAD GRADATION AND PAVING
NEW SIDEWALK & STAIR - ALTERNATE 2

CHES ADOCK ARCHITECTS, INC.
123 BROADWAY, SUITE 200, NEWTON, MA 02459
TEL: 617.552.1234
WWW.CHESADOCKARCHITECTS.COM



MUNICIPAL CENTER EXTERIOR ACCESSIBILITY IMPROVEMENTS
30 PROVIDENCE ROAD GRAFTON MA 01518
DETAILS & ADDITIONAL ALTERNATE 2 DETAILS

CHRYSLER ADVERTISING, INC.
1270 Avenue of the Americas, New York, NY 10020-1298
Phone: (212) 850-2000 Fax: (212) 850-2001
E-mail: advertising@chrysler.com



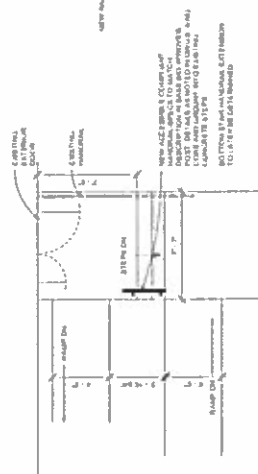
ALTERNATE #2



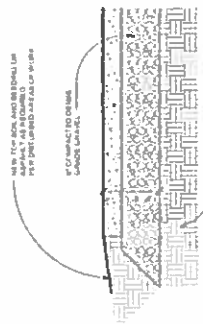
4410 3100 3000 2900 2800 2700 2600 2500 2400 2300 2200 2100 2000 1900 1800 1700 1600 1500 1400 1300 1200 1100 1000 900 800 700 600 500 400 300 200 100 0



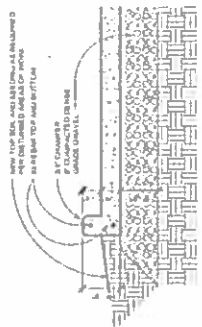
ALTERNATE #2



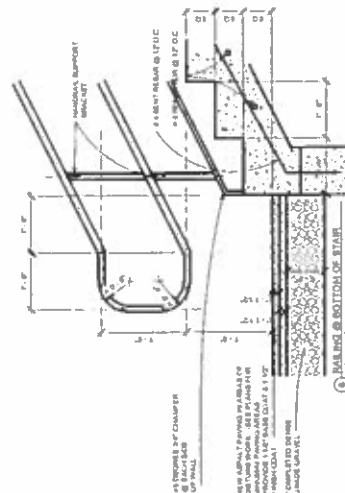
ANDREW ROSS, PH.D., DEAC ACADEMY



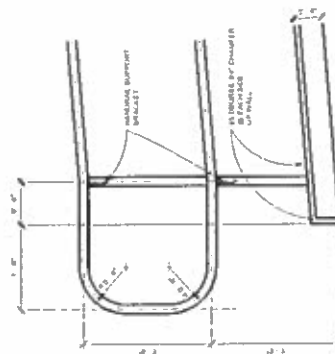
THE FLAT SIDEWAYS



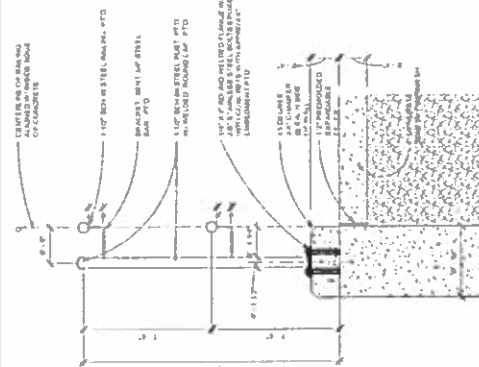
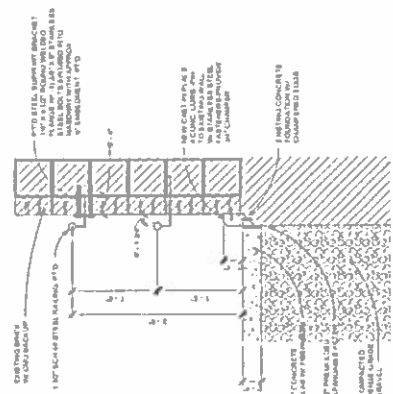
CONCRETE ON SLOPED SIDEWALK



RAILROAD BOTTLING SYSTEM



3. $\frac{1}{2}$ IN. $\approx 1.4'$
RAILING EXTENSION ON BOTTOM OF

④ DETAIL 7
(1 of 2) = 1:80

③ RAILROAD BRICK WALL
1" = 1' D^s

**4 (g) NEW BUSINESS: VOTE TO SIGN CONTRACT – 21 FOLLETTE STREET,
CHRIS HESSE, VERTICAL BRIDGE HOLDING**

We have gone out to bid several times to acquire a lease with a cell tower company at 21 Follette Street. US Wireless was the only bidder for this property. They also worked with us on the 104 Creeper Hill Road cell tower property. This agreement will provide the town with steady rent of \$1,900 per month for the duration of the contract, plus additional funds for carriers that are added onto the tower. They have also ensured us that we will be able to place a public safety antenna on the tower as well. Chris Hesse from US Wireless will be present to discuss this agreement with the Board. The terms and agreement have been reviewed and approved by Town Counsel.

MOTION:

I move the board vote to enter into a lease agreement with Vertical Bridge Holdings LLC.

[Back to Agenda](#)

**4 (h) NEW BUSINESS: VOTE TO APPROVE A WORK ORDER WITH
CHARTER COMMUNICATIONS, NEW CABLE STUDIO**

The purpose of the scope of work is to reconnect the new charter cable studio at 26 Providence Road with utilities of charter Communication for running fiber optic so we can go back on air.

MOTION:

I move the board vote to enter into an agreement with Charter Communication to run a new fiber from 26 Providence Road to Potter Hill for the sum of \$29,825.19

[Back to Agenda](#)

Project Summary MA		NEW ENGLAND		Tennative Service Date		Financial Summary of Project	
Project Details							
New Build Project Code: Project Name: Project Address: City: State: Project Owner: Job Type: Number of Passing's: ROE Required? Grant Of Easement Required?		Aerial Fiber Underground Fiber Aerial Coax Underground Coax Private Property Total Footage\Miles Contractor labor cost: In house Labor Cost: Material Costs: Cost/Mile homes passed Cost per passing: ROI Months		Footage Miles 8505 1.61 750 0.14 0 0.00 0 0.00 0 0.00 9255 1.75 \$14,423.10 \$1,000.00 \$14,402.09 \$17,015.34 0 \$0.00 0		Subcontractor Labor In house Labor Materials Cost Police Details Costs Design Cost TOTAL COST Prism # Contractor Phoenix	
						\$11,783.10 \$0.00 \$14,402.09 \$2,640.00 \$1,000.00 \$29,825.19	

7. DISCUSSION:

a) FY2020 BUDGET

b) REVIEW MOTIONS